

Attachment C:

Good Sam FY 23-27 BC 23-087 AM 3

**THIRD AMENDMENT
TO THE AGREEMENT
FOR SERVICES
OF
INDEPENDENT CONTRACTOR
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER
FOR
ALCOHOL AND DRUG PROGRAMS
AND
MENTAL HEALTH SERVICES**

**THIRD AMENDMENT TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS THIRD AMENDMENT to the Agreement for Services of Independent Contractor, **BC 23-087**, is made by and between the **County of Santa Barbara** (County), a political subdivision of the State of California and **Good Samaritan Shelter** (Contractor), with an address at P.O. Box 5908, for the continued provision of services specified herein (hereafter, Third Amended 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;

WHEREAS, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 23-087, for the provision of alcohol and drug programs services and mental health services for a total maximum contract amount not to exceed \$29,826,414, inclusive of \$26,579,114 (\$7,072,799 for FY 23-24, \$7,041,549 for FY 24-25, \$6,636,966 for FY 25-26, and \$5,827,800 for FY 26-27 in Alcohol and Drug Program funding, and inclusive of \$3,247,300 (\$811,825 annually) in Mental Health funding, for the period of July 1, 2023, through June 30, 2027, (Agreement);

WHEREAS, the parties subsequently entered into that First Amendment to the Agreement to update the contract consistent with the State of California requirements, including provisions regarding contingency payment, contingency cost settlement, and Medicare practitioner billing and fee changes, with no change to the maximum contract amount of the Agreement or to the contract term;

WHEREAS, the parties subsequently entered into that Second Amendment to the Agreement to extend the AB 1810 Safe and Stable Housing Program services provided by Contractor (as set forth in Exhibit A-11 of the Agreement) until June 30, 2025; to adjust the staffing requirement for Exhibit A-12 Homeless Housing Case Management Services; to add five (5) single beds for five (5) clients at Hedges House of Hope located at 6549 El Colegio Road, Goleta, CA 93117 to Exhibit A-13; and to increase the contract amount by **\$375,347** for a revised maximum contract amount of **\$30,201,761**, inclusive of **\$26,766,914** (\$7,072,799 for FY 23-24, \$7,104,149 for FY 24-25, \$6,699,566 for FY 25-26, and \$5,890,400 for FY 26-27) in Alcohol and Drug Program funding and **\$3,434,847** (\$811,825 for FY 23-24, \$1,033,072 for FY 24-25, \$790,823 for FY 25-26, and \$799,127 for FY 26-27) in Mental Health funding, for the period of July 1, 2023, through June 30, 2027; and

WHEREAS, the parties now wish to enter into this Third Amended Agreement to update language in the Standard Terms and Conditions, add new funding to ADP Crisis, recovery, Engagement, diversion and Outreach (CREDO 47) Stabilization Center (Exhibit A-3), ADP Step-Down Supported Housing -Prop. 47 (Exhibit A-9) and add back the MHS Safe and Stable (Exhibit A-11) services through June 30, 2027, decrease MHS Homeless housing case management services (Exhibit A-12) for the Homekey site to five hours weekly for FY 2026/27, add additional certified mental health service sites to the Mental Health Homeless Clinicians program (Exhibit A-14), and increase the Alcohol and Drug Program budget by **\$6,051,544** and the Mental Health Program budget by **\$320,413** for a revised, total maximum contract amount not to exceed **\$36,573,718** inclusive of \$32,818,458 (\$7,072,799 for FY 2023-24, \$8,532,600 for FY 2024-25, \$8,771,041 for FY 2025-26, and \$8,442,018 for FY 2026-27) in Alcohol and Drug Program funding and **\$3,755,260** (\$811,825 for FY 2023-24, \$1,033,072 for FY 2024-25, \$988,208 for FY 2025-26, and \$922,155 for FY 2026-27) in Mental Health funding, with no change to the contract term of July 1, 2023, through June 30, 2027 and effective July 1, 2025; and

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

I. Delete Section 8. Debarment And Suspension of the Standard Terms and Conditions, and replace it with the following:

8. DEBARMENT AND SUSPENSION.

- A. 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. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. Contractor shall also comply with the debarment and suspension provisions set forth in EXHIBIT A-1 General Provisions: ADP and MHS to this Agreement.

II. Delete Section 10. Conflict Of Interest of the Standard Terms and Conditions, and replace it with the following:

10. CONFLICT OF INTEREST.

- A. 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 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.
- B. Contractor shall also comply with the conflict of interest provisions set forth in EXHIBIT A-1 General Provisions: ADP and MHS to this Agreement.

III. Delete Section 11 Ownership of Documents and Intellectual Property of the Standard Terms and Conditions, and replace it with the following:

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. 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.
- B. 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.

IV. Delete Section 14. Records, Audit, and Review of the Standard Terms and Conditions, and replace it with the following:

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the expiration or termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)
- B. Contractor shall also comply with the records, audit, and review provisions set forth in EXHIBIT A-1 General Provisions: ADP and MHS to this Agreement.
- C. Contractor shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse the amount of the audit exceptions and 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. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

V. Delete Section 16. Nondiscrimination of the Standard Terms and Conditions, and replace it with the following:

16. NONDISCRIMINATION.

- A. 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.
- B. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1 General Provisions: ADP and MHS to this Agreement.

VI. Delete Section 19. Termination, Subsection A, By County, Subsection 2, For Nonappropriation of Funds; and Subsection 3, Upon Termination, of the Standard Terms and Conditions of the Agreement and replace it with the following:

19. TERMINATION.

A. By County.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, 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 Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
3. **Upon Expiration or Termination.** Upon expiration or termination of this Agreement, 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.

VII. Delete Section 26 Entire Agreement and Amendment of the Standard Terms and Conditions, and replace it with the following:

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. Notwithstanding any other provision of this Agreement, 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) or that are authorized by the County of Santa Barbara Board of Supervisors may be approved by the Director of the Department of Behavioral Wellness or designee in writing and shall constitute an amendment or

modification of this Agreement upon execution by the Director of the Department of Behavioral Wellness or designee.

VIII. Delete Section 28, Compliance with Law, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

28. COMPLIANCE WITH LAW.

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

IX. Delete Section 34. Compliance With Privacy Laws & Section 35. Court Appearances of the Standard Terms and Conditions, in their entirety.

X. Delete Section 36. Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards of the Standard Terms and Conditions, and replace it with the following:

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

- A. Contractor 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. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

XI. Delete Section 37. Mandatory Disclosure of the Standard Terms and Conditions, and replace it with the following:

37. MANDATORY DISCLOSURES.

- A. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to 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. Contractor 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. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
- C. Contractor shall also comply with the disclosure provisions set forth below in Section 43 Byrd Anti-Lobbying Amendment) and EXHIBIT A-1 General Provisions: ADP and MHS to this Agreement.

XII. Delete Section 38. Procurement of Recovered Materials of the Standard Terms and Conditions, and replace it with the following:

38. PROCUREMENT OF RECOVERED MATERIALS.

- A. Contractor 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. Contractor 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. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

XIII. Delete Section 39. Domestic Preferences for Procurements of the Standard Terms and Conditions, and replace it with the following:

39. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. Contractor 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. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

XIV. Delete Section 40. Clean Air Act and Federal Water Pollution of the Standard Terms and Conditions, in its entirety, and replace it with the following:

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

- A. Contractor 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. Contractor 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 Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XV. Delete Section 41. Prohibitions on Certain Telecommunications and Video Surveillance Services or Equipment of the Standard Terms and Conditions, and replace it with the following:

41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. Contractor 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. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
- G. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

XVI. Add the following Section 42 Federal Water Pollution Control Act to the Standard Terms and Conditions:

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

- A. Contractor 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. Contractor 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 Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XVII. Add the following Section 43. Byrd Anti-Lobbying Amendment to the Standard Terms and Conditions:

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

A. Certification and Disclosure Requirements.

1. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that Contractor has not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
2. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled “Standard Form-LLL ‘Disclosure of Lobbying Activities’”) if Contractor 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. Contractor 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 Contractor 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 officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Contractor 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. Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.

XVIII. Delete Section 1. Performance of Exhibit A-1 ADP General Provisions, and replace it with the following:

1. PERFORMANCE.

A. This Agreement shall be governed by and construed in accordance with all laws and regulations and all contractual obligations of County under the Integrated Intergovernmental Agreement (Contract No. 24-40145) between County and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at [County of Santa Barbara - File #: 25-00016](#), is incorporated herein by reference.

1. Contractor agrees to comply with the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Integrated Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System

(DMC-ODS) services for Substance Use Disorder treatment, of the Integrated Intergovernmental Agreement.

2. Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.
3. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.
4. Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.
5. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.

B. Contractor 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.) part 438 as applicable;
3. 42 Code of Federal Regulations (C.F.R.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
4. 42 Code of Federal Regulations (C.F.R.) part 2, regarding confidentiality of substance use disorders patient records;
5. All laws and regulations relating to patients' 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
6. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.

C. Contractor shall comply with:

1. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
2. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at [Mental Health Services Act Steering Committee Santa Barbara County, CA - Official Website](#).

D. Compliance with County, State and Federal Requirements. Contractor shall adhere to all County requirements, and all relevant provisions of applicable law, including but not limited to Medicaid laws and regulations, including applicable sub-regulatory guidance, Health and Safety Code section 11848.5 that are now in force or which may hereafter be in force.

E. Compliance with SAPT Requirements.

1. Contractor shall abide by all relevant provisions of law governing the Substance Use Prevention and Treatment Block Grant (SUBG) including, but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to members under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.
2. Contractor shall comply with all applicable provisions of the Performance Agreement between the County and DHCS, Agreement Number 26-60060 which is incorporated by this reference.

XIX. Add Item L, Staffing Definitions, and Item M, Email Domain to Section 2 Staff of Exhibit A-1, General Provisions – APD as follows:

L. Staffing Definitions. The following terms shall have the meanings as set forth below:

1. **Licensed Mental Health Professional.** “Licensed mental health professional” means any of the following providers who are licensed in accordance with applicable State of California licensure requirements:
 - i. licensed physicians;
 - ii. licensed psychologists (includes waived psychologists);
 - iii. licensed clinical social workers (includes waived or registered clinical social workers);
 - iv. Licensed professional clinical counselor (includes waived or registered professional clinical counselors); licensed marriage and family therapists (includes waived or registered marriage and family therapists);
 - v. registered nurses (includes certified nurse specialists and nurse practitioners);
 - vi. licensed vocational nurses;
 - vii. licensed psychiatric technicians; and
 - viii. licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.-A, page 11 [TN 23-0026]; BHIN 24-023.)

2. **Waivered/Registered Professional.** “Waivered/Registered Professional” means:
 - i For a psychologist candidate, “waivered” means an individual who either is gaining the experience required for licensure or was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.
 - ii For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, “registered” means a candidate for licensure who is registered or is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure in accordance with applicable statutes and regulations and “waivered” means a candidate who was recruited for employment from outside California, whose experience is sufficient to gain admission to the appropriate licensing examination, and who has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law. (State Plan TN: 23-0026; BHIN 24-023.)

3. **Clinical Trainee.** “Clinical Trainee” means an unlicensed individual who is enrolled in a postsecondary educational program that is required for the individual to obtain licensure as a Licensed Mental Health Professional; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or the applicable licensing board to participate in the practicum, clerkship, or internship and provide specialty mental health services including, but not limited to, all coursework and supervised practice requirements. Clinical Trainee provider types include:
 - i. Nurse Practitioner Clinical Trainee
 - ii. Licensed Psychologist Clinical Trainee;
 - iii. Licensed Clinical Social Worker Clinical Trainee;
 - iv. Licensed Marriage and Family Therapist Clinical Trainee;
 - v. Licensed Professional Clinical Counselor Clinical Trainee;
 - vi. Licensed Psychiatric Technician Clinical Trainee;
 - vii. Registered Nurse Clinical Trainee;
 - viii. Licensed Vocational Nurse Clinical Trainee;
 - ix. Licensed Occupational Therapist Clinical Trainee;
 - x. Licensed Physician Clinical Trainee (Medical Student);
 - xi. Registered Pharmacist Clinical Trainee;
 - xii. Physician Assistant Clinical Trainee; and
 - xiii. (Certified) Clinical Nurse Specialist Clinical Trainee (specialty mental health delivery system only). (State Plan TN: 23-0026; BHIN 24-023.)

4. **Medical Assistant.** “Medical Assistant” is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements, and provides administrative, clerical, and technical supportive services according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a

physician and surgeon. The licensed physician and surgeon, nurse practitioner or physician assistant must be physically present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant. (State Plan TN: 23-0026; BHIN 24-023.)

5. **Peer Support Specialist.** “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)
6. **Alcohol or Other Drug (AOD) Counselor.** An Alcohol or other drug (AOD) counselor is:
 - i. Either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA), and
 - ii. Meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Cal. Code Regs., tit. 9, Div. 4, chapter 8.
7. **Medical Director of a Narcotic Treatment Program.** Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.

M. Email Domain. Contractor and its staff shall use Contractor’s business email domain to log into the Behavioral Wellness electronic health record.

XX. Add Subsection G, Enrollment with DHCS as Medicaid Provider, to Section 3, Licenses, Permits, Registrations, Accreditations, and Certifications, of Exhibit A-1, General Provisions – ADP as follows:

G. Enrollment with DHCS as Medicaid Provider. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider’s disclosure, screening and enrollment requirements of 42 C.F.R. part 455, subparts B and E.

XXI. Delete Section 5, Billing Documentation, of Exhibit A-1, General Provisions – ADP and replace with the following:

5. COMPLIANCE PROGRAM.

- A.** If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B.** County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
- C.** Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VII.I (Overpayments) of this Agreement.

XXII. Delete Section 7, Confidentiality, of Exhibit A-1, General Provisions – ADP and replace with the following:

7. CONFIDENTIALITY.

- A. Compliance with Privacy and Data Security Authorities.** Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.
- B. Maintain Confidentiality.** Contractor agrees, and Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular member pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Exhibit D, Paragraph 14 of the Integrated Intergovernmental Agreement Number 24-40145 to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.
- C. No Publication of Member Lists.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- D. Member’s Health Record.** Contractor shall maintain and share, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each member's privacy is protected in accordance with this Agreement, all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- E.** Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- F.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

XXIII. Add the following Item D and E to Section 8 Client and Family Empowerment of Exhibit A-1 ADP General Provisions:

- D. Contractor shall obtain and retain a written medication consent form signed by the member in accordance with *Department of Behavioral Wellness’ Policy and Procedures #8.009 Medication Consent for Adults* to the extent Contractor is a “provider” as defined by the Integrated Intergovernmental Agreement.
- E. Contractor shall actively participate in the planning design, and execution of County’s Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).

XXIV. Delete Section 9, Cultural Competence, Subsection F, Staff Cultural Training, of Exhibit A-1, General Provisions – ADP and replace with the following:

- F. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.

XXV. Add Subsection G to Section 9, Cultural Competence, of Exhibit A-1, General Provisions – ADP as follows:

- G. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

XXVI. Delete Section 10, Notification Requirements, Subsection F, Beneficiary’s Health Record, of Exhibit A-1, General Provisions – ADP and replace with the following:

- F. **Written Notice of Termination to Members.** Contractor shall make a good faith effort to give written notice of termination of Contractor as a provider of services to each member who was seen on a regular basis by Contractor. The notice to the member and a copy of each such notice to the County shall be provided 30 calendar days prior to the effective date of the termination of this Agreement or 15 calendar days after receipt or issuance of the notice of termination of this Agreement, whichever is later.

XXVII. Add Subsection G to Section 10, Notification Requirements, of Exhibit A-1, General Provisions – ADP as follows:

- G. Contractor shall post taglines in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where Contractor interacts with the public, on Contractor’s website in a location that allows any visitor to the website to easily locate the

information, and in all member information and other information notice, in accordance with federal and state requirements.

XXVIII. Delete Section 11, Monitoring, Subsection A, County Monitoring Process; and Subsection D, Fraud, Waster or Abuse, of Exhibit A-1, General Provisions – ADP and replace with the following:

- A. County Monitoring Process.** Contractor agrees to abide by and cooperate with the County’s Monitoring process which ensures medical necessity for Drug Medi-Cal services, appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer review, member survey, and other program monitoring practices, as required by the Integrated Intergovernmental Agreement, Contract Number 24-40145. Contractor shall cooperate with these programs, and shall furnish necessary assessment, clinical documentation and treatment plan if applicable, subject to Federal or State confidentiality laws, and provisions of this Agreement.
- D.** Contractor shall be liable to County for any penalties assessed against County for Contractor’s failure to comply with the required corrective action.

XXIX. Delete Section 14 Additional Program Requirements of Exhibit A-1, General Provisions – ADP and replace it with the following:

14. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Coordination of Services.** Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services; the County Probation Department; other County departments; and other community-based organizations, as applicable.
- B. Recovery Environment.** Contractor shall provide a safe, clean and recovery-oriented environment.
- C. Member Handbook.** Contractor shall provide the County of Santa Barbara DMC-ODS Member Handbooks to all members in an approved method listed in the *Department of Behavioral Wellness’ Policy and Procedures #4.008 Member Information Materials*, upon member enrollment into DMC-ODS treatment program or upon request within five business days, and shall inform all members of where the information is placed on the County website in electronic form. Contractor shall document the date and method of delivery to the member in the member’s file. Contractor shall inform member that information is available in alternate formats and how to access those formats. The Handbook shall contain all information specified in 42 C.F.R. Section 438.10(g)(2)(xi) about the grievance and appeal system.
- D. Written Materials in English and Spanish.** Contractor shall make its written materials to all members and potential members, including provider directories, County of Santa Barbara Handbook, appeal and grievance notices, denial and termination notices and program curriculum, in English and Spanish, as applicable (42 C.F.R. § 438.10(d)(3)). Contractor shall maintain an adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- E. Effective Communication with Individuals with Disabilities.**
 - 1. Contractor shall comply with all applicable federal, state, and local disability laws and requirements including, but not limited to, 28 Code of Federal Regulations section 35.160 et seq. and California Department of Health Care Services BHIN 24-007 and take

- appropriate steps to ensure effective communication with individuals with disabilities.
2. Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in or enjoy the benefits of Contractor's covered services, programs, and activities.
 3. Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20- point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.
 4. Contractor shall provide auxiliary aids and services including:
 - i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
 - ii. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.
 5. When providing interpretive services, Contractor shall use qualified interpreters to interpret for a member with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for a member with a disability is an interpreter who:
 - i. Adheres to generally accepted interpreter ethics principals including member confidentiality; and
 - ii. Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For a member with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).
 6. If Contractor provides a qualified interpreter for a member with a disability through VRI services, Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or

irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating member's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

7. Contractor shall not require a member with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying a member with a disability to interpret or facilitate communication except when:
 - i. There is an emergency involving an imminent threat to the safety or welfare of the member or the public and a qualified interpreter is not immediately available; or
 - ii. The member with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances.
 - iii. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for a member with a disability, Contractor shall first inform the member that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the member's confidentiality.
 - iv. Contractor shall ensure that the refusal of free interpreter services and the member's request to use a family member, friend, or a minor child as an interpreter is documented.
8. Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

F. Maintain Provider Directory.

Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver DMC-ODS services; the provider directory must be updated at least monthly to include the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/modalities provided; including information about populations served (ie. perinatal, children/youth, adults);
8. Whether the provider accepts new members;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;

11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

G. Department of Behavioral Wellness Policies and Procedures. Contractor shall comply with all applicable Department of Behavioral Wellness policies and procedures including but not limited to those listed below. Department of Behavioral Wellness policies and procedures, available at [Policy Portal - Departmental - Smartsheet.com](https://www.smartsheet.com), and are incorporated herein by reference. Contractor agrees to comply with any changes to these policies and procedures that occur during the Term of this Agreement. This obligation shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in the policies and procedures, the amendment shall be retroactive to the effective date of such changes to the policies and procedures.

1. **Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
2. **Policy and Procedure #2.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.005 Accessibility for People with Disabilities.*
3. **Policy and Procedure #2.006.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.006 Language Services for Individuals with LEP.*
4. **Policy and Procedure #2.007.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.007 Cultural and Linguistic Competency.*
5. **Policy and Procedure #2.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.008 Nondiscrimination of Clients.*
6. **Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
7. **Policy and Procedure #4.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.004 Unusual Occurrence Incident Reporting.*
8. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials.*
9. **Policy and Procedure #4.010.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.010 Notice of Adverse Benefits Determination.*
10. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
11. **Policy and Procedure #4.015.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.015 Staff Credentialing and Re-Credentialing.*
12. **Policy and Procedure #4.020.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.020 Beneficiary Problem Resolution Process.*

13. **Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
14. **Policy and Procedure #7.007.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.007 DMC-ODS Residential Treatment Services.*
15. **Policy and Procedure #7.013.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.013 DMC-ODS Level of Care Determination and Medical Necessity.*
16. **Policy and Procedure #7.020.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.020 Naloxone Distribution.*
17. **Policy and Procedure #7.022.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.022 DMC-ODS MAT.*
18. **Policy and Procedure #7.036.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.036 Nondiscrimination and Institutional Safeguards for Religious Providers.*
19. **Policy and Procedure #8.009.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.009 Medication Consent for Adults.*
20. **Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Client Problem Lists Treatment Plans and Progress Notes.*
21. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*
22. **Policy and Procedure #8.104.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.104 Mandated Reporting of Client Abuse.*
23. **Policy and Procedure #12.002.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #12.002 Trafficking Victims Protection Act of 2000.*
24. **Policy and Procedure #14.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #14.000 Information System for Workforce Access.*
25. **Policy and Procedure #14.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #14.004 Mail Encryption.*

H. Specific Curricula.

1. Contractor shall stay informed on and implement current evidence-based practice curriculum that is approved by the County, in providing treatment services.
2. Contractor shall provide Seeking Safety (training provided by County) or other trauma-informed services where indicated.
3. Contractor shall utilize Motivational Interviewing techniques, as defined by Treatment Improvement Protocol (TIP) 35: Enhancing Motivation for Change in Substance Use Disorder Treatment (SAMHSA) in providing treatment services (training provided by County).
4. Contractor shall utilize Cognitive Behavioral Treatment (CBT) in providing treatment services (training provided by County).

- I. Support Groups.** Contractor shall require members to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.
- J. Tuberculosis (TB) Screening.** Contractor shall require each member to be screened for Tuberculosis (TB) prior to admission using the TB Screening Questions and Follow-Up Protocol available at <https://content.civicplus.com/api/assets/ecbe3a2c-f13d-40dd-b79d-1ddca98dbcc6?cache=1800>.
- K. Referral to Perinatal Specialized Services.** Contractor shall offer to refer pregnant and eligible postpartum clients to Perinatal specialized services, as clinically indicated, and shall provide information regarding the benefits of perinatal services by reviewing the Behavioral Wellness Alcohol and other Drug Services Perinatal Programs brochure. If client wants to transition to a perinatal program, Contractor shall assist with the referral. If beneficiary declines to be referred to a perinatal program, Contractor shall have client sign the Perinatal Services Attestation form and submit via email to BWellQCMADP@sbcbswell.org.
- L. Compliance with Requirements.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.
- M. Compliance with Grant Requirements.** Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.
- N. Attendance at Department ADP User Group and CBO Collaborative Meetings.** Contractor shall attend Behavioral Wellness ADP User Group and CBO Collaborative meetings to receive information and support in addressing treatment or prevention concerns.
- O. Recordkeeping Requirements.** Contractor shall retain, as applicable, the following information for a period of no less than 10 years:
1. Member grievance and appeal records specified in 42 C.F.R. Section 438.416 and maintained in accordance with the Integrated Intergovernmental Agreement, Contract Number 24-40145, including at minimum, all of the following information:
 - i. A general description of the reason for the appeal or grievance.
 - ii. The date received.
 - iii. The date of each review, or if applicable, review meeting.
 - iv. Resolution at each level of the appeal or grievance, if applicable.
 - v. Date of resolution at each level, if applicable.
 - vi. Name of the covered person for whom the appeal or grievance was filed.
 2. Data, information and documentation specified in 42 C.F.R. Sections 438.604, 438.606, 438.608, and 438.610.
 3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&IC Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u).

4. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide to County its fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

P. Parity in Mental Health & Substance Use Disorder Benefits (42 C.F.R. § 438.900 et seq.)

To ensure compliance with the parity requirements set forth in 42 C.F.R. § 438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Integrated Intergovernmental Agreement, Contract Number 24-40145.

Q. Timely Access to Services

1. Contractor shall meet State standards for timely access to care and services, taking into account the urgency of the need for services.
2. Contractor shall ensure that its hours of operations are no less than the hours of operation offered to commercial members or comparable to Medicaid FFS, if Contractor serves only Medicaid members.
3. Contractor shall make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
4. Contractor shall have policies and procedures in place to screen for emergency medical conditions and immediately refer members to emergency medical care.

XXX. Delete Section 16, Nondiscrimination of Exhibit A-1, General Provisions – ADP in its entirety.

XXXI. Delete Section 17, General Fiscal Audit Requirements, Subsection A of Exhibit A-1, General Provisions – ADP and replace with the following:

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D, Paragraph 7 of the Integrated Intergovernmental Agreement, Contract Number 24-40145.

XXXII. Delete Section 18, State Contract Compliance for all Contract Services, Subsection B, Exhibit D(F) to the Intergovernmental Agreement, Contract Numbers 21-10034 and 21-10034-A01, of Exhibit A-1, General Provisions – ADP in its entirety.

XXXIII. Delete Section 18, State Contract Compliance for all Contract Services, Subsection F, Noncompliance with Reporting Requirements; Subsection H, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Paragraph 1; and Subsection I, Privacy and Security of Other Information Not Subject to HIPAA, of Exhibit A-1, General Provisions – ADP and replace with the following:

- F. **Noncompliance with Reporting Requirements**. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and as identified in Document 1F(a) to the Integrated Intergovernmental Agreement (Reporting Requirement Matrix for Counties).

- H. Health Insurance Portability and Accountability Act (HIPAA) of 1996.** If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Integrated Intergovernmental Agreement Contract Number 24-40145, the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Integrated Intergovernmental Agreement Exhibit F for additional information.
- I. Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement, Contract Number 24-40145, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 C.F.R., Chapter I, Subchapter A, Part 2.

XXXIV. Delete Section 19, Additional State Contract Compliance Requirements, of Exhibit A-1, General Provisions – ADP in their entirety and replace it with the following:

19. ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS.

- A.** County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)
- B.** Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.
- C. Americans with Disabilities Act.** Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.
- D. Generative Artificial Intelligence Technology Uses and Reporting.**
1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
 2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at STD 1000 Generative Artificial Intelligence (GenAI) Disclosure & Factsheet and submit the completed form to County to report the use of any new or previously unreported GenAI technology.

3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.
5. Contractor shall include subsection D (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

E. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection E.3 of this Section 19 (Additional State Contract Compliance Requirements), with individuals or entities listed in subsection E.1.i and ii. Contractor shall further require that its subcontractors and contracted providers abide by this requirement.
 - 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 non-procurement 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 subsection D.1.i. (42 C.F.R. § 438.610(a)(2).)
2. Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 United States Code [U.S.C.] § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this subsection E.3 with an excluded, debarred, or suspended individual, provider, or entity.
 - i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

- iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
- 4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 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).)
- 5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with 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).)
- 6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

F. Disclosures.

- 1. **Disclosures of 5% or More Ownership Interest.** Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section 19 (Additional State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in Disclosing Entity. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.
 - ii. Date of birth and Social Security Number (in the case of an individual).
 - iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Disclosing Entity or in any subcontractor in which Disclosing Entity has a five percent or more interest.
 - iv. Whether the person (individual or corporation) with an ownership or control interest in Disclosing Entity is related to another person with ownership or control interest in 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 Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling.
 - v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.

- vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.
2. **Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:
 - i. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - ii. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.
 3. **Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:
 - i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)
 - ii. The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).) For this purpose, the word “agent” has the meaning described in 42 C.F.R. section 455.101.
 4. **Remedies.** If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:
 - i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section 19 (Additional State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)
 - ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

G. Records, Audit, and Review.

1. Contractor shall maintain and preserve books and records and documents of any type whatsoever, whether physical or electronic, pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement including, but not limited to: member grievance and appeal records; the data, information, and documentation specified in (or that

demonstrates compliance with) 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610; working papers; reports; financial records and documents of account; member records; prescription files; and subcontracts (hereafter Records).

2. Contractor shall make available all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, electronic systems, or any employee pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement at any time for auditing, evaluation, inspection, examination, or copying by County, the California Department of Health Care Services (DHCS), the California Department of General Services, the California State Auditor, the United States Centers for Medicare and Medicaid Services (CMS), the United States Department of Health and Human Services Office of Inspector General (HHS Inspector General), the United States Comptroller General, or other authorized federal or state agencies, or their designees (hereafter Audit). The right to Audit includes, but is not limited to, the right to Audit if County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk.
3. Both the requirement to maintain and preserve Records under subsection G.1 of this Section (Additional State Contract Compliance Requirements) and the right to Audit under subsection G.2 shall exist for 10 years from the term end date of this Agreement or as required by subsections i through iii below, whichever is later:
 - i. Applicable statute,
 - ii. Any other provision of this Agreement, or
 - iii. If any litigation, claim, negotiation, audit, or other action pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement has been started before the expiration of the 10-year period, until completion of the action and resolution of all issues which arise from it.
4. Contractor shall include subsection G (Records, Audit, and Review) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

H. Conflict of Interest.

1. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act (42 C.F.R. § 438.3(f)(2)) and the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code section 10365.5, and Government Code section 1090.
2. Contractor acknowledges and agrees that County and the California Department of Health Care Services (DHCS) intends to avoid any real or apparent conflict of interest on the part of Contractor, Contractor’s subcontractor, or employees, officers, and directors of Contractor or subcontractor. Thus, County and DHCS reserve the right to determine, at their sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to County and DHCS review and prior approval.

3. Conflicts of interest include:
 - i. An instance where Contractor or subcontractor, or any employee, officer, or director of Contractor or subcontractor, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
 - ii. An instance where Contractor's or subcontractor's employees, officers, or directors use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
4. If County is or becomes aware of a known or suspected conflict of interest, County will notify Contractor of the known or suspected conflict, and Contractor will have five working days from the date of notification to provide complete information regarding the suspected conflict to County. County may, at its discretion, authorize an extension of the timeline indicated herein in writing. If a conflict of interest is determined to exist by County or DHCS and cannot be resolved to the satisfaction of County or DHCS, the conflict may be grounds for terminating this Agreement.
5. Contractor shall include subsection H (Conflict of Interest) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

I. Nondiscrimination and Compliance (GTC 02/2025).

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this 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. Contractor shall ensure 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 California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 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 California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during 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 CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

2. Contractor shall include subsection I (Nondiscrimination and Compliance (GTC 02/2025)) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

J. Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.
3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section 19 (Additional State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

K. Subcontract Requirements.

1. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

L. Federal Equal Employment Opportunity Requirements.

1. 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. 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 will 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (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 will state 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.

2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of 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.
3. 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 will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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 Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. 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.
5. 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 the regulation at 41 C.F.R. part 60, "Office of 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 United States 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 U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of 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 canceled, terminated, or suspended in whole or in part, and 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

7. Contractor will include subsection L (Federal Equal Employment Opportunity Requirements) of this Section (Additional State Contract Compliance Requirements) 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 the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran's Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, 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.

M. Debarment and Suspension Certification.

1. Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.
2. Contractor certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 2.ii, subsection M (Debarment and Suspension Certification) of this Section (Additional State Contract Compliance Requirements);

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

XXXV. Delete Item B, Section 11, Documentation Requirements, of Exhibit A-4 Statement of Work: ADP Early Intervention Services, Outpatient Treatment Services, and Intensive Outpatient Treatment Services and replace it with the following:

- B. Documentation Requirements.** Contractor must comply with all documentation requirements pursuant to Title 22 California Code of Regulations Section 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001, Integrated Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Number 24-40145 and Department policy #8.102 CalAIM Documentation Reform.

XXXVI. Delete Item B of Section 2. Program Goals of Exhibit A-5 Statement of Work: ADP Contingency Management Recovery – Recovery Incentives Program and replace it with the following:

- B.** Introduce clients to an ongoing process of recovery designed to reduce and/or achieve total abstinence from substance misuse;

XXXVII. Delete Section 3 Services of Exhibit A-5 Statement of Work: ADP Contingency Management Recovery – Recovery Incentives Program, and replace it with the following:

3. **SERVICES.** The Contractor shall provide the contingency management (CM) services below. All CM services shall be provided as outlined in Behavioral Health Information Notice (**BHIN**) **22-056** or subsequent Department of Health Care Services (DHCS) Information Notices including, but not limited to, incentive delivery, non-judgmental recovery-oriented approach to treatment, treatment scheduling, provider and staffing criteria, CM workflow, and coordination between CM providers. BHIN 22-056 and any subsequent, applicable BHIN are incorporated by this reference as if fully set-forth herein.

XXXVIII. Delete Item K of Section 3 Services, of Exhibit A-7 Statement of Work: ADP, Recovery Residences, and replace it with the following:

K. Follow County non-judgmental recovery-oriented approach to treatment, provide relapse prevention interventions and try to keep client engaged in Recovery Residence services, if a client relapses or tests positive while receiving Recovery Residence services.

XXXIX. Delete Section 1. Performance of Exhibit A-10 MHS General Provisions, and replace it with the following:

1. PERFORMANCE.

A. This Agreement shall be governed by and construed in accordance with all laws and regulations and all contractual obligations of County under the Integrated Intergovernmental Agreement (Contract No. 24-40145) between County and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at [County of Santa Barbara - File #: 25-00016](#), is incorporated herein by reference.

1. Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.
2. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.
3. Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.
4. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.

B. Contractor 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.) part 438 as applicable;
3. 42 Code of Federal Regulations (C.F.R.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
4. 42 Code of Federal Regulations (C.F.R.) part 2, regarding confidentiality of substance use disorders patient records;
5. All laws and regulations relating to patients' 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
6. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.

C. Contractor shall comply with:

1. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
2. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at [Mental Health Services Act Steering Committee Santa Barbara County, CA - Official Website](#).

XL. Delete Items D – H of Section 2. Staff of Exhibit A-10 MHS General Provisions, and replace it with the following:

- D.** Contractor and its staff shall use Contractor's business email domain to log into the Behavioral Wellness electronic health record.
- E.** Contractor shall notify County through the ServiceNow CBO Onboarding/Offboarding Portal within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- F.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- G.** County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.
- H.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.

- I. Disqualification, if any, of Contractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.
- J. **Staffing Definitions.** The following terms shall have the meanings as set forth below:
1. **Licensed Mental Health Professional.** “Licensed mental health professional” means any of the following providers who are licensed in accordance with applicable State of California licensure requirements:
 - i. licensed physicians;
 - ii. licensed psychologists (includes waived psychologists);
 - iii. licensed clinical social workers (includes waived or registered clinical social workers);
 - iv. Licensed professional clinical counselor (includes waived or registered professional clinical counselors);
 - v. licensed marriage and family therapists (includes waived or registered marriage and family therapists);
 - vi. registered nurses (includes certified nurse specialists and nurse practitioners);
 - vii. licensed vocational nurses;
 - viii. licensed psychiatric technicians; and
 - ix. licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.-A, page 11 [TN 23-0026]; BHIN 24-023.)
 2. **Waivered/Registered Professional.** “Waivered/Registered Professional” means:
 - i. For a psychologist candidate, “waivered” means an individual who either is gaining the experience required for licensure or was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.
 - ii. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, “registered” means a candidate for licensure who is registered or is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure in accordance with applicable statutes and regulations and “waivered” means a candidate who was recruited for employment from outside California, whose experience is sufficient to gain admission to the appropriate licensing examination, and who has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law. (State Plan TN: 23-0026; BHIN 24-023.)
 3. **Clinical Trainee.** “Clinical Trainee” means an unlicensed individual who is enrolled in a postsecondary educational program that is required for the individual to obtain licensure as a Licensed Mental Health Professional; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or the applicable licensing board to participate in the practicum, clerkship, or internship and provide specialty mental health services including, but not limited to, all coursework and supervised practice requirements. Clinical Trainee provider types include:

- i. Nurse Practitioner Clinical Trainee;
 - ii. Licensed Psychologist Clinical Trainee;
 - iii. Licensed Clinical Social Worker Clinical Trainee;
 - iv. Licensed Marriage and Family Therapist Clinical Trainee;
 - v. Licensed Professional Clinical Counselor Clinical Trainee;
 - vi. Licensed Psychiatric Technician Clinical Trainee;
 - vii. Registered Nurse Clinical Trainee;
 - viii. Licensed Vocational Nurse Clinical Trainee;
 - ix. Licensed Occupational Therapist Clinical Trainee;
 - x. Licensed Physician Clinical Trainee (Medical Student);
 - xi. Registered Pharmacist Clinical Trainee;
 - xii. Physician Assistant Clinical Trainee; and
 - xiii. (Certified) Clinical Nurse Specialist Clinical Trainee (specialty mental health delivery system only). (State Plan TN: 23-0026; BHIN 24-023.)
4. **Medical Assistant.** “Medical Assistant” is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements, and provides administrative, clerical, and technical supportive services according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner or physician assistant must be physically present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant. (State Plan TN: 23-0026; BHIN 24-023.)
5. **Peer Support Specialist.** “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)
6. **Community Health Worker.** Community Health Worker is a skilled and trained health educator who is member of the community they serve who link members to health, mental health and social services to improve the overall quality of services delivered. CHWs may include individuals known by a variety of job titles who meet the CHW qualifications as APL 24-006; State Plan 22-0001.
7. **Mental Health Rehabilitation Specialist.** “Mental Health Rehabilitation Specialist” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
8. **Qualified Mental Health Worker.** “Qualified Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
9. **Mental Health Worker.** “Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

XXI. Add the following Items D & E to Section 3. Licenses, Permits, Registrations, Accreditations, and Certifications of Exhibit A-10 MHS General Provisions:

- D. If any of the Contractor’s eligible licensed practitioners have submitted a Medicare “Opt-Out” affidavit and are therefore opted-out of Medicare, these practitioners’ services cannot be billed to Medicare and are not billable to Medi-Cal.
- E. Contractor shall be enrolled at all times during the term of this Agreement with the California Department of Health Care Services as a Medi-Cal provider, consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E.

XLII. Delete Item A. 4 of Section 4 Reports of Exhibit A-10 MHS General Provisions, and replace it with the following:

- 4. The Measures described in Exhibit E(s), Program Goals, Outcomes, and Measures, as applicable and as may be amended or modified.

XLIII. Add the following Item A. 5 of Section 4 Reports of Exhibit A-10 MHS General Provisions:

- 5. In addition, Contractor shall include any other data that demonstrate the effectiveness of Contractor’s programs; and shall include any other program specific reporting requirement, if any, as described in the individual programmatic Statement of Work Exhibits.

XLIV. Add the following Item D. of Section 4 Reports of Exhibit A-10 MHS General Provisions:

- D. Contractor agrees that County or the California Department of Health Care Services (DHCS) may withhold payments until Contractor has submitted any required data and reports to County or DHCS as identified in this Agreement, or Integrated Intergovernmental Agreement, Exhibit A(s) or Document 1F(a) Reporting Requirement Matrix for Counties.

XLV. Delete Section 8 Confidentiality of Exhibit A-10 MHS General Provisions, in its entirety, and replace it with the following:

8. CONFIDENTIALITY.

- A. **Compliance with Privacy and Data Security Authorities.** Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.
- B. **Maintain Confidentiality.** Contractor agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Integrated Intergovernmental Agreement Exhibit A—Attachment 4 (Management Information Systems), Section 6 (HIPAA and Additional Data Standards), Exhibit D, Section 14 (Confidentiality of Information), and

Exhibit F (Business Associate Addendum); as applicable. Patient records must comply with all applicable state and federal requirements.

- C. **No Publication of Member Lists.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- D. **Member’s Health Record.** Contractor shall maintain and share, as appropriate, a member’s health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each member's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. parts 160 and 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- E. Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- F. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- G. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

XLVI. Delete Item C, Section 10. Cultural Competence of Exhibit A-10 MHS General Provisions, and replace it with the following:

- C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County’s threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.

XLVII. Delete Item C of Section 11. Compliance Program of Exhibit A-10 MHS General Provisions, and replace it with the following:

- C. Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VIII.G (Overpayments) of this Agreement.

XLVIII. Delete Section 12. Notification Requirements of Exhibit A-10 MHS General Provisions, and replace it with the following:

12. NOTIFICATION REQUIREMENTS.

- A. Notice to QCM.** Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-4777 or by email at BWELLQCM@sbcbswell.org in the event of:
1. Known serious complaints against licensed/certified staff;
 2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
 3. Staff privileges restricted at a hospital;
 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting*.
- B. Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under Contractor’s control;
 2. Legal suits initiated specific to the Contractor’s practice;
 3. Initiation of criminal investigation of the Contractor; or
 4. Breach of Privacy Laws.
- C. Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the member’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the member’s care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. Definition of “Immediately.”** “Immediately” means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).
- E. Notice to Contracts Division.** Contractor may contact Behavioral Wellness Contracts Division at bwelcontractsstaff@sbcbswell.org for any contractual concerns or issues.

- F. **Written Notice of Termination to Members.** Contractor shall make a good faith effort to give written notice of termination of Contractor as a provider of services to each member who was seen on a regular basis by Contractor. The notice to the member and a copy of each such notice to the County shall be provided 30 calendar days prior to the effective date of the termination of this Agreement or 15 calendar days after receipt or issuance of the notice of termination of this Agreement, whichever is later.
- G. Contractor shall post taglines in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where Contractor interacts with the public, on Contractor’s website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

XLIX. Delete Sections C – E of Section 13. Monitoring Exhibit A-10 MHS General Provisions, and replace them with the following:

- C. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor’s staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County’s Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor’s clinical documentation.
- D. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. § 438.3(h).) If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a corrective action plan.
- E. **County Corrective Action Plan.** County shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in Contractor’s compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by County. Contractor shall:
 - 1. Take corrective action;
 - 2. Provide evidence of correction; and
 - 3. Have a mechanism for monitoring effectiveness of corrective action over time.
- F. Contractor shall be liable to County for any penalties assessed against County for Contractor’s failure to comply with the required corrective action.

L. Delete Section 14 Nondiscrimination of Exhibit A-10 MHS General Provisions in its entirety.

LI. Delete Items C – T, Section 17. Additional Program Requirements of Exhibit A-10 MHS General Provisions in their entirety and replace them with the following:

- C. **Effective Communication with Individuals with Disabilities.**
 - 1. Contractor shall comply with all applicable federal, state, and local disability laws and

requirements including, but not limited to, 28 Code of Federal Regulations section 35.160 et seq. and California Department of Health Care Services BHIN 24-007 and take appropriate steps to ensure effective communication with individuals with disabilities.

2. Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in or enjoy the benefits of Contractor's covered services, programs, and activities.
3. Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20- point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.
4. Contractor shall provide auxiliary aids and services including:
 - i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
 - ii. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.
5. When providing interpretive services, Contractor shall use qualified interpreters to interpret for a member with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for a member with a disability is an interpreter who:
 - i. Adheres to generally accepted interpreter ethics principals including member confidentiality; and
 - ii. Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For a member with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).

6. If Contractor provides a qualified interpreter for a member with a disability through VRI services, Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating member's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
 7. Contractor shall not require a member with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying a member with a disability to interpret or facilitate communication except when:
 - i. There is an emergency involving an imminent threat to the safety or welfare of the member or the public and a qualified interpreter is not immediately available; or
 - ii. The member with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances.
 - iii. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for a member with a disability, Contractor shall first inform the member that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the member's confidentiality.
 - iv. Contractor shall ensure that the refusal of free interpreter services and the member's request to use a family member, friend, or a minor child as an interpreter is documented.
 8. Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.
- D. Provider Directory.** Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver mental health services; the provider directory must be updated at least monthly to include the following information:
1. Provider's name;
 2. Provider's business address(es);
 3. Telephone number(s);
 4. Email address;
 5. Website as appropriate;
 6. Specialty in terms of training, experience and specialization, including board certification (if any);
 7. Services/ modalities provided;
 8. Whether the provider accepts new member;
 9. The provider's cultural capabilities;

10. The provider's linguistic capabilities;
11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

E. Department of Behavioral Wellness Policies and Procedures. Contractor shall comply with all applicable Department of Behavioral Wellness policies and procedures including those listed below. Department of Behavioral Wellness policies and procedures, available at [Policy Portal - Departmental - Smartsheet.com](#), and are incorporated herein by reference. Contractor agrees to comply with any changes to these policies and procedures that occur during the Term of this Agreement. This obligation shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in the policies and procedures, the amendment shall be retroactive to the effective date of such changes to the policies and procedures.

1. **Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
2. **Policy and Procedure #2.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.005 Accessibility for People with Disabilities.*
3. **Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
4. **Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004 Advance Directives – Adult Outpatient Services* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
5. **Policy and Procedure #4.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.000 Authorization of Outpatient Specialty Mental Health Services.*
6. **Policy and Procedure #4.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.001 Authorization of Therapeutic Behavioral Services (TBS),* applicable to providers providing children services.
7. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials.*
8. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
9. **Policy and Procedure #4.014.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*
10. **Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*

- 11. **Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedures #8.100 Mental Health Client Assessment.*
- 12. **Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedures #8.101 Client Problem Lists, Treatment Plans, and Treatment Progress Notes.*
- 13. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness’ Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*

- F. **Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal member with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- G. **Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal member that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal member. If Contractor only offers services to Medi-Cal member, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- H. **Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the member the option to re-contact the County’s Access team toll free at (888) 868-1649 and request another provider who may be able to serve the member within the 10 business day standard.
- I. **Member Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note).** Contractor shall complete an Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note for targeted case management and peer support services) for each member receiving Program services in accordance with CalAIM requirements, applicable Behavioral Wellness Policies and Procedures, and the Behavioral Wellness Clinical Documentation Manual available at <https://www.countyofsb.org/behavioral-wellness/asset.c/5670>.

LII. Delete Section 19 State Contract Compliance of Exhibit A-10 MHS General Provisions in its entirety and replace it with the following:

19. ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS.

- A. County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)
- B. Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.
- C. **Americans with Disabilities Act.** Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic

and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

D. Generative Artificial Intelligence Technology Uses and Reporting.

1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at STD 1000 Generative Artificial Intelligence (GenAI) Disclosure & Factsheet and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.
5. Contractor shall include subsection D (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

E. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection E.3 of this Section 19 (Additional State Contract Compliance Requirements), with individuals or entities listed in subsection E.1.i and ii. Contractor shall further require that its subcontractors and contracted providers abide by this requirement.
 - 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 non-procurement 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 subsection D.1.i. (42 C.F.R. § 438.610(a)(2).)
2. Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 United

States Code [U.S.C.] § 1320a-7b(f) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

3. Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this subsection E.3 with an excluded, debarred, or suspended individual, provider, or entity.
 - i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 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).)
5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with 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).)
6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

F. Disclosures.

1. **Disclosures of 5% or More Ownership Interest.** Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section 19 (Additional State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in Disclosing Entity. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.
 - ii. Date of birth and Social Security Number (in the case of an individual).

- iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Disclosing Entity or in any subcontractor in which Disclosing Entity has a five percent or more interest.
 - iv. Whether the person (individual or corporation) with an ownership or control interest in Disclosing Entity is related to another person with ownership or control interest in 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 Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling.
 - v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.
2. **Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:
- i. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - ii. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.
3. **Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:
- i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)
 - ii. The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).) For this purpose, the word “agent” has the meaning described in 42 C.F.R. section 455.101.
4. **Remedies.** If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:
- i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section 19 (Additional State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period

beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)

- ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

G. Records, Audit, and Review.

1. Contractor shall maintain and preserve books and records and documents of any type whatsoever, whether physical or electronic, pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement including, but not limited to: member grievance and appeal records; the data, information, and documentation specified in (or that demonstrates compliance with) 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610; working papers; reports; financial records and documents of account; member records; prescription files; and subcontracts (hereafter Records).
2. Contractor shall make available all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, electronic systems, or any employee pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement at any time for auditing, evaluation, inspection, examination, or copying by County, the California Department of Health Care Services (DHCS), the California Department of General Services, the California State Auditor, the United States Centers for Medicare and Medicaid Services (CMS), the United States Department of Health and Human Services Office of Inspector General (HHS Inspector General), the United States Comptroller General, or other authorized federal or state agencies, or their designees (hereafter Audit). The right to Audit includes, but is not limited to, the right to Audit if County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk.
3. Both the requirement to maintain and preserve Records under subsection G.1 of this Section (Additional State Contract Compliance Requirements) and the right to Audit under subsection G.2 shall exist for 10 years from the term end date of this Agreement or as required by subsections i through iii below, whichever is later:
 - i. Applicable statute,
 - ii. Any other provision of this Agreement, or
 - iii. If any litigation, claim, negotiation, audit, or other action pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement has been started before the expiration of the 10-year period, until completion of the action and resolution of all issues which arise from it.
4. Contractor shall include subsection G (Records, Audit, and Review) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

H. Conflict of Interest.

1. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act (42 C.F.R. § 438.3(f)(2)) and the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code section 10365.5, and Government Code section 1090.
2. Contractor acknowledges and agrees that County and the California Department of Health Care Services (DHCS) intends to avoid any real or apparent conflict of interest on the part of Contractor, Contractor's subcontractor, or employees, officers, and directors of Contractor or subcontractor. Thus, County and DHCS reserve the right to determine, at their sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to County and DHCS review and prior approval.
3. Conflicts of interest include:
 - i. An instance where Contractor or subcontractor, or any employee, officer, or director of Contractor or subcontractor, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
 - ii. An instance where Contractor's or subcontractor's employees, officers, or directors use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
4. If County is or becomes aware of a known or suspected conflict of interest, County will notify Contractor of the known or suspected conflict, and Contractor will have five working days from the date of notification to provide complete information regarding the suspected conflict to County. County may, at its discretion, authorize an extension of the timeline indicated herein in writing. If a conflict of interest is determined to exist by County or DHCS and cannot be resolved to the satisfaction of County or DHCS, the conflict may be grounds for terminating this Agreement.
5. Contractor shall include subsection H (Conflict of Interest) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

I. Nondiscrimination and Compliance (GTC 02/2025).

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this 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. Contractor shall ensure 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 California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 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 California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during 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 CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

2. Contractor shall include subsection I (Nondiscrimination and Compliance (GTC 02/2025)) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

J. Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.
3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section 19 (Additional State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

K. Subcontract Requirements.

1. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual

Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

L. Federal Equal Employment Opportunity Requirements.

1. 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. 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 will 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (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 will state 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.
2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of 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.
3. 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 will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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 Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. 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.

5. 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 the regulation at 41 C.F.R. part 60, "Office of 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 United States 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 U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of 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 canceled, terminated, or suspended in whole or in part, and 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
7. Contractor will include subsection L (Federal Equal Employment Opportunity Requirements) of this Section (Additional State Contract Compliance Requirements) 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 the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran's Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, 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.

M. Debarment and Suspension Certification.

1. Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.
2. Contractor certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 2.ii, subsection M (Debarment and Suspension Certification) of this Section (Additional State Contract Compliance Requirements);
 - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - v. Have not within a three-year period preceding this Agreement engaged in any of the violations listed under 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 376.
3. Contractor shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the California Department of Health Care Services (DHCS).
 4. The terms and definitions herein have the meanings set out in 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376.
 5. Contractor will include subsection M (Debarment and Suspension Certification) of this Section (Additional State Contract Compliance Requirements) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 6. If Contractor knowingly violates this certification, in addition to other remedies available to the federal government, County or DHCS may terminate this Agreement for cause or default.

LIII. Add Exhibit A-11 Statement of Work: MHS AB1810 Safe and Stable Housing, to the Agreement as follows:

**EXHIBIT A-11
STATEMENT OF WORK: MHS
DEPARTMENT OF HOSPITALS DIVERSION PROGRAM
SAFE AND STABLE HOUSING**

1. **PROGRAM SUMMARY.** Contractor shall operate, and provide administrative oversight of, the Safe and Stable Housing program, consisting of emergency short-term housing for six (6) individuals who are homeless, low income, have qualifying serious mental illness (SMI), who are charged with certain felony and have been determined, by a Court of competent jurisdiction, to qualify for diversion services pursuant to Penal Code (PC) section 1001.36 and Welfare & Institutions Code (WIC) section 4361, hereafter referred to as “Felony Mental Health Diversion Members. Contractor shall provide residents (hereafter “members”) with direct services and referrals to community resources, assistance with personal needs and health/hygiene,

coordination with other community services, and referral to long-term stable housing or shelter.

Contractor shall comply with all applicable requirements in Exhibit I General Provisions Department of State Hospitals Pre-trial Felony Mental Health Diversion Program Services of this agreement.

- 2. PROGRAM OBJECTIVES.** The objectives of the Program are for Contractor to:
 - A.** Connect members to long-term community care to divert members from justice involvement and institutionalization;
 - B.** Reduce member incarceration, emergency room use, and hospitalizations;
 - C.** Provide members with a non-judgmental recovery treatment model focused on achieving abstinence from substances;
 - D.** Connect members to stable, permanent, and affordable housing as quickly as possible;
 - E.** Coordinate services with Behavioral Wellness clinic staff for the purpose of accessing wraparound services for members to manage their mental health symptoms and successfully live in the community;
 - F.** Increase member access to Severe Mental Illness (SMI)/Substance Use Disorder (SUD) treatment;
 - G.** Increase member engagement in services;
 - H.** Increase member access to stable, long-term housing resources;
 - I.** Introduce members to an ongoing process of recovery;
 - J.** Increase member self-sufficiency and empowerment; and
 - K.** Achieve and maintain stable/permanent housing for members.
- 3. SERVICES.** Contractor shall provide housing, consisting of six (6) single beds for six (6) members, and services to members referred to the Program by Behavioral Wellness. The services provided at each Program location shall include, but are not limited to:
 - A.** A safe environment for all members, some of whom may not be clean and sober;
 - B.** Provide an environment that is non-judgmental recovery treatment model focused on achieving abstinence from substances;
 - C.** Food for meal preparation by members, in addition to use of shower, laundry, medication storage, and mailing services by members, included in each night's stay for as long as the member is a resident at the Program;
 - D.** An appropriate combination of staff who shall be responsible for providing direct services and oversight and administration of the coordination of indirect services provided by outside providers designed to empower members to retain permanent residence, as described below in Section 12 (Staffing) and as follows:
 1. Case Manager/House Navigator shall provide the following services to members including, but not limited to:
 - i. Delivery of seamless services to avoid gaps in service;

- ii. Integrated services with Behavioral Wellness clinics and other Community-Based Organizations and/or Agencies (CBO/CBA) to:
 - a. Facilitate recovery;
 - b. Empower members by providing skill-building assistance;
 - c. Build independent living skills; and
 - d. Achieve and maintain stable/permanent housing for members.
- iii. Housing retention services;
- iv. Case management services including, but not limited to:
 - a. Outreach/engagement;
 - b. Case management assessment;
 - c. Personalized plan for self-sufficiency and timeline;
 - d. Assistance connecting with community resources to access medical, educational, social, prevocational, rehabilitative, or other community services (e.g., local Recovery Learning Communities, housing options, Department of Social Services, Public Health, food banks, Goodwill, Department of Rehabilitation Vocational services, services to meet unique multi-cultural needs, Alcoholics Anonymous/Narcotics Anonymous meetings); and
 - e. Connection to employment services.
- v. Monitor members for physical health issues;
- vi. Assist members with personal hygiene;
- vii. Coordinate a variety of activities for members;
- viii. Provide daily oversight to ensure member safety and well-being;
- ix. Provide medication assistance including, but not limited to, the following:
 - a. Assist members with obtaining needed medication;
 - b. Provide members with transportation to a pharmacy; and
 - c. Provide daily reminders to members.
- x. Notify Behavioral Wellness if the member is experiencing a crisis and link the member to crisis services in collaboration with Behavioral Wellness;
- xi. Participate in weekly (or more frequently, if needed) meetings with Behavioral Wellness to coordinate services;
- xii. Transportation of members to locations or for purposes including, but not limited to, the following:
 - a. Doctor appointments;
 - b. Court;
 - c. Probation appointments;

- d. Self-help meetings; and
 - e. Outside establishments for shopping or appointments and escort members, as needed.
2. Provide a live-in Property House Manager to provide services for twenty (20) hours a week (Saturday through Sunday or unless otherwise approved in coordination with Behavioral Wellness staff) to ensure a safe environment, whose services shall include, but not be limited to, the following:
- i. Provide daily oversight to ensure the safety and well-being of members. If the Property House Manager is not available, the Case Manager/House Navigator, or the Director of Treatment shall provide oversight;
 - ii. Monitor chores;
 - iii. Facilitate house meetings;
 - iv. Pick-up food from the food bank;
 - v. Provide back-up transportation of members as needed for purposes including, but not limited to, the following:
 - a. Doctor appointments;
 - b. Court;
 - c. Probation appointments;
 - d. Self-help meetings; and
 - e. Outside establishments for shopping or appointments and escort members, as needed.
 - vi. Other duties as assigned.
3. Program Supervisor to:
- i. Oversee staffing;
 - ii. Referrals; and
 - iii. Reporting to include annual staff training reports.

E. Additional services may be provided if authorized by the Director of the Department of Behavioral Wellness or designee. The authorization of additional services does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

4. ADDITIONAL SERVICE REQUIREMENTS.

A. Health Requirements. Contractor, its personnel, subcontractors, and other service providers through this Agreement may be required to:

- 1. Show written proof that they have received an influenza vaccine;
- 2. Complete an Influenza Declination Form, which will be provided upon request; or
- 3. Wear a mask (applies to all non-vaccinated providers).

5. OPERATIONS.

A. Licensure/Certification. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request of the County. Contractor agrees that failure by itself to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the County may terminate this Agreement for cause.

B. Locations. The Program shall be offered at the following location(s):

1. 1443 Swallow Court, Santa Maria, California.

C. Length Of Stay. Members may stay at the Program an average of six (6) to nine (9) months. If Behavioral Wellness determines that a member’s length of stay needs to exceed nine (9) months, it shall inform the Contractor and provide authorization in writing.

6. MEMBERS. Contractor shall provide services as described above in Section 3 (Services) to:

A. Six (6) members at any given time.

B. Each member must:

1. Be at least 18 years of age;
2. Be referred by Behavioral Wellness as described in Section 6 (Referrals);
3. Meet the Diversion Program criteria as determined by Behavioral Wellness or be a justice-involved individual;
4. Participate in the Diversion Program and abide by the terms and conditions set forth in the member’s diversion plan in order to retain residency in the Program;
5. Be willing to accept treatment;
6. Continue work toward the goal of maintaining participation in the Diversion Program for a minimum of thirty (30) days;
7. Be willing to sign a housing agreement and enter the house voluntarily;
8. Accept and abide by the House Rules of Conduct; and
9. Be mutually agreed upon for admittance into the Program by Contractor and Behavioral Wellness, except as set forth in Section 8 (Exclusion Criteria).

7. REFERRALS. Contractor shall receive referrals of members for the Program from Behavioral Wellness via telephone or written referral, and referrals shall be accompanied by written documentation for entry into the Program.

A. Contractor shall provide weekly status updates unless otherwise requested, to Behavioral Wellness on Program bed availability in order to facilitate the efficient use of resources and the effective assignment of beds for members.

8. AUTHORIZATION, ADMISSIONS, INTAKE, AND REAUTHORIZATION.

A. Behavioral Wellness will determine both the admission criteria of members for the Program and the eligibility of members for admission into the Program

- B.** Contractor shall admit mutually agreed upon eligible members to the Program referred by Behavioral Wellness unless space is not available in the Program.
- C.** Contractor shall accept and process referrals for the admission of members to the Program Monday through Friday from 8:00 a.m. to 5:00 p.m.
- D.** Contractor shall collect personal and demographic information of member in coordination with Behavioral Wellness and based on grant and programmatic requirements.
- G.** Upon acceptance of the members into the program, Contractor shall complete and send a Verification of Enrollment form to Behavioral Wellness no later than seventy-two (72) hours after admission of the member into the Program.
- H. Admission Packet.** Contractor shall conduct an intake meeting with each member of the Program and shall complete an admission packet for each member with the following information:
 - 1. Consent to Program and Housing rules and guidelines, signed by member;
 - 2. Release of information form, signed by member;
 - 3. Financial assessment;
 - 4. Personal and demographic information of member, which may include, but is not limited to:
 - i. Social, economic, educational, and family background;
 - ii. Vocational achievements;
 - iii. Criminal history/legal status;
 - iv. Medical history;
 - v. Drug history;
 - vi. Previous treatment history; and
 - vii. Emergency contact information for member.
 - 5. Contractor shall collect personal and demographic information of member in coordination with Behavioral Wellness and based on grant and programmatic requirements.

9. EXCLUSION CRITERIA.

- A.** On a case-by case basis, the following may be cause for member exclusion:
 - 1. Member threat of or actual violence toward staff or other members;
 - 2. Rude or disruptive behavior that cannot be redirected including, but not limited to, a continuous failure to abide by Program Rules and Guidelines; or
 - 3. Court determination that the member is unsuitable for diversion pursuant to Cal. Penal Code section 1001.36, subdivision (d).
- B.** County retains the right to exclude specific individual members from the Program on the terms and conditions set forth in the DSH agreement or based on the criteria agreed upon by collaborative partner agencies at any point during participation in the Program.
- C.** Contractor shall coordinate with the County regarding a member's proposed exclusion from the Program.

10. DOCUMENTATION REQUIREMENTS.

- A.** Contractor shall collect data for and provide quarterly reports to Behavioral Wellness no later than seven (7) calendar days following the end of the quarter or as otherwise directed by Behavioral Wellness and by electronic means, such as the Smartsheet or Vertical Change software systems. The reports shall include, but shall not be limited to, the following information:
1. Demographics;
 2. Daily census;
 3. Number of members referred to the Program;
 4. Number of members referred to SMI/SUD Treatment;
 5. Number of members engaged in SMI/SUD Treatment;
 6. The types of services and supports provided to each member;
 7. Number of members arrested/incarcerated and/or hospitalized while in the Program;
 8. Number of members placed in stable/permanent housing;
 9. Number of times members were transported; and
 10. Number of members discharged from the Program.
- B.** Contractor shall report within twenty-four (24) hours via email to the Behavioral Wellness Manager or designee if a current member or justice involved member is absent without leave (AWOL) from the Program or is involved in a Special Incident as defined below.
1. Contractor shall report the following data points regarding Special Incidents:
 - i. That a Special Incident occurred;
 - ii. What member was involved in the Special incident;
 - iii. Type of Special Incident;
 - iii. How many people were involved in the Special Incident; and
 - iv. How Contractor responded to the Special Incident.
 2. The following occurrences qualify as Special Incidents:
 - i. Suicide or attempt;
 - ii. Death or serious injury of, or by, a member;
 - iii. Criminal behavior (including arrests, with or without conviction); and
 - v. Any incident that may result in public or media attention to Diversion Program.
- C.** Contractor shall establish policies and procedures implementing the Safe and Stable Housing Program and provide Behavioral Wellness with a copy of such policies and procedures.
- D.** Contractor shall provide data and reports related to the Program to Behavioral Wellness, as deemed necessary and as directed by Behavioral Wellness, and shall submit the data and reports via electronic means, such as through the Smartsheet or Vertical Change software systems. Reports include at minimum:
1. Monthly Staffing report;

2. Quarterly Exhibit E MHS Program Goals, Outcomes, and Measures report;
3. Annual Staff Training report; and
4. Monthly bed status reports.

11. DISCHARGE.

- A. Involuntary Discharge Criteria.** Contractor may, on a case-by-case basis, terminate or discharge a member immediately during the initial (or any extension) term in collaboration with Behavioral Wellness in accordance with applicable law.
- B. Transition Process.** Contractor will provide a process for transitioning members from the Program to the next level of care in collaboration with Behavioral Wellness staff. The next level of care may or may not include SMI/SUD treatment, as indicated by medical necessity. Contractor will review this transition process with the member on an ongoing basis.

12. NON-REIMBURSEMENT. (Reserved)

13. REPORTING AND MONITORING. (Reserved)

14. STAFFING. Contractor will provide the following full-time Equivalent (FTE) staffing levels, based on a forty (40)-hour work week:

- A. 1.0 FTE Case Manager/Housing Navigator** to provide case management, housing navigation, and housing retention services to members, as described in this section and above in Section 3 (Services). Case management services include, but are not limited to, outreach/engagement, case management assessment and service planning, mainstream entitlement application and/or connection to employment services, housing location, addressing all service needs to stabilize members in housing, and promoting recovery and community integration.
- B. 0.4 FTE live-in Property House Manager** shall:
 1. Reside at the facility;
 2. Perform light physical maintenance of the home;
 3. Perform basic shopping for supplies and food;
 4. Perform light housekeeping duties;
 5. Conduct weekly member meetings;
 6. Respond to problems related to member housing;
 7. Document and track incidents;
 8. Provide services to members as described above in Section 3 (Services).
- C. 0.05 FTE Program Manager** to oversee staffing, referrals, and quarterly reporting and annual staff training reports, as required and as described above in Section 3 (Services).

15. GOALS, OUTCOMES AND MEASURES. (Reserved)

16. COUNTY RESPONSIBILITIES.

- A.** County shall collaborate with community stakeholders and other partner agencies in the planning and implementation of the Diversion Program as outlined in the required program plan document. Collaborative partners include, but are not limited to, the following county-

specific groups: behavioral health, community-based treatment providers, housing providers, courts, Public Defender, District Attorney, Probation, and Sheriff/jail administrator.

- B. County shall thoroughly assess and identify which Program members are clinically appropriate for admission into the Program based upon statutory criteria (Welfare & Institutions Code, § 4361).
- C. County will determine both the admission criteria of members for the Program and the eligibility of members for admission into the Program.
- D. County will provide Felony Mental Health Diversion Program services while members are incarcerated and awaiting release.
- E. County shall oversee the Program referral process.
- F. County shall provide referral forms and the member fact sheet intake form to Contractor.
- G. County shall provide staff who will support the Program, and staffing will be coordinated between Contractor and Behavioral Wellness based on staff availability and member need.
- H. County will notify the DSH Contract Manager if a current Program member is Absent Without Leave (AWOL) or is involved in a Special Incident. as described in Section 10.B.

LIV. Delete Subsection A.1 of Section 5 Staffing Requirement of Exhibit A-12 Statement of Work: MHS Homeless Housing Case Management Services, and replace it with the following:

- A. Program staff shall consist of 1.625 full-time equivalent (FTE) staff as follows:
 - 1. 0.125 FTE Case Worker who shall provide case management for tenants of the Homekey Studios with funds provided directly by Housing and Community Development with services tracked by County;

LV. Delete Item A, B & C, Section 1. Program Summary of Exhibit A-14 Statement of Work: MHS Mental Health Homeless Clinicians, and replace it with the following:

- A. Buena Tierra - 6021 Hollister Ave Goleta, California;
- B. Casa De Familia - 401 W. Morrison Avenue, #A, B and C Santa Maria California;
- C. EHV Lompoc – 604 E. Ocean Avenue Lompoc, California;
- D. EHV Santa Barbara – 809 De La Vina Street, Santa Barbara, California;
- E. EHV Santa Maria - 218 W. Carmen Lane, Suite 211 Santa Maria, California;
- F. Project Preemie – 412 B E. Tunnell Street, Santa Maria, California; and
- G. Recovery Way Home – 604 W. Ocean Avenue Lompoc California.

LVI. Delete Subsection A.8 of Section 2 Services of Exhibit A-14 Statement of Work: MHS Mental Health Homeless Clinicians, and replace it with the following:

- 8. Outreach to homeless individuals in the Lompoc, Santa Barbara and Santa Maria communities.

LVII. Delete Item B of Section 2 Services of Exhibit A-14 Statement of Work: MHS Mental Health Homeless Clinicians, and replace it with the following:

- B. Contractor shall develop, support, and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills. Contractor shall provide the following services, as needed to Program members:

1. **Assessment/Reassessment.** “Assessment” means a service activity designed to collect information and evaluate the current status of a member’s mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)
2. **Collateral.** “Collateral” means a service activity to a significant support person(s) in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member’s plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The member may or may not be present for this service activity. (Cal. Code of Regs., tit. 9, § 1810.206.)
 - i. **Significant Support Person.** “Significant support person” means a person(s), in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment including, but not limited to, the parents or legal guardian of a member who is a minor, the legal representative of a member who is not a minor, a person living in the same household as the member, the member’s spouse, and relatives of the member. (Cal. Code of Regs., tit., § 1810.246.1.)
3. **Crisis Intervention.** “Crisis Intervention” is an unplanned, expedited service to or on behalf of a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)
4. **Psychosocial Rehabilitation.** “Psychosocial Rehabilitation” means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member’s functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22- 0023].)

5. **Targeted Case Management.** “Targeted case management” is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member’s progress, placement services, and plan development. Targeted case management services may be face-to-face or by telephone with the member or significant support person(s) and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the specialty mental health services program to be qualified to provide the service, consistent with the scope of practice and state law.
6. **Therapy.** “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, and verbal or nonverbal strategies based on the principles of development, wellness, adjustment to impairment, recovery, and resiliency to assist a member in acquiring greater personal, interpersonal, and community functioning or to modify feelings, thought processes, conditions, attitudes, or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)
7. **Treatment Planning.** “Treatment Planning” means a service activity to develop or update a member’s course of treatment, documentation of the recommended course of treatment, and monitoring a member’s progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

LVII. Delete the introductory paragraph of Exhibit B, Financial Provisions – ADP, and replace it with the following:

(Applicable to programs described in Exhibit A-2-A9)

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

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this Agreement, Contractor 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, the Integrated Intergovernmental Agreement, Contract Number 24-40145, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

LVIII. Add Subsection I to Section I, Payment for Services of Exhibit B Financial Provisions - ADP, and replace it with the following:

- I. DHCS assumes no responsibility for the payment to Contractor for services used in the performance of this Agreement. County accepts sole responsibility for the payment of Contractors in the performance of this Agreement per the terms of this Agreement.

LIX. Delete Section II. Maximum Contract Amount of Exhibit B Financial Provisions - ADP, and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$36,573,718** inclusive of \$32,818,458 (\$7,072,799 for FY 2023-24, \$8,532,600 for FY 2024-25, \$8,771,041 for FY 2025-26, and \$8,442,018 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 Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

LX. Delete Item C Audited Financial Reports; and D Single Audit Report, Section VIII, Cost Report for Non-Drug Medi-Cal Services, of Exhibit B, Financial Provisions – ADP, and replace it with the following:

C. Audited Financial Reports. If the Contractor is reimbursed on a cost basis or receives any funding that is subject to audit requirements, whether under federal, state, grant, or other applicable funding guidelines, the Contractor shall obtain an annual independent financial statement audit. A copy of the audit report shall be submitted to the County within thirty (30) calendar days of the Contractor’s receipt of the final audit report.

If the Contractor voluntarily obtains an independent financial statement audit, even when not required by the terms of this Agreement or applicable funding guidelines, the Contractor shall also provide a copy of the final audit report to the County within thirty (30) calendar days of receipt.

D. Single Audit Report. If Contractor 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, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt. Subrecipients of federal awards must also submit a copy of their Single Audit Certification indicated whether they are subject to this requirement within sixty (60) days after the end of the fiscal year.

LXI. Add Section X, Quality Assurance (QA)/Utilization Management (UM) Incentive Payment to Exhibit B, Financial Provisions – ADP as follows:

X. QUALITY ASSURANCE (QA)/UTILIZATION MANAGEMENT (UM) INCENTIVE PAYMENT. (Applicable From (07/01/2023 – 06/30/2026)

A. To the extent there is an incentive funding allocation in the Exhibit B-1, County will provide Contractor with an incentive payment at fiscal year-end should the following deliverables be achieved. The incentive payment will be equal to 4% of total approved Medi-Cal claims (2% Quality Assurance and 2% Utilization Management) and will be payable upon proof of completion of deliverables and conclusion of regular Medi-Cal claiming for the fiscal period. The incentive payment will not be applied to unclaimed and/or denied services. Documentation must be maintained to substantiate completion of the deliverables and submitted via Smartsheet or as directed by County.

1. QA deliverables include:

- i. Contractor shall hire or designate existing staff to implement quality assurance type activities. The designated QA staff member shall be communicated to the County.
 - ii. Contractor shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported. By the end of the fiscal year, all 12 monthly QA reports must be submitted to the County to receive the incentive payment.
 - iii. Contractor QA staff or their designee shall attend at least four out of six bi-monthly County Quality Improvement Committee (QIC) meetings each fiscal year. Attendance to be monitored via sign-in sheets.
2. UM deliverables include:
- i. Contractor shall hire or utilize existing staff to implement utilization management type activities. The designated UM staff member shall be communicated to the County.
 - ii. For practitioner-based programs, Contractor shall implement procedures to monitor productivity including the submission of monthly reports on productivity for each direct service staff member (direct billed hours to total paid hours). Total paid hours are equal to 2,080 per full time equivalent (FTE) position and should be adjusted for part time employment. Reports will be due within 30 calendar days following the end of the reporting month. By the end of the fiscal year, all 12 monthly QA reports must be submitted to the County to receive the incentive payment.
 - iii. For day programs, Contractor shall implement procedures to monitor bed occupancy including the submission of monthly reports on bed vacancies and reasons for vacancies. Reports shall detail the dates of member discharges and the date the notifications were provided to the County. Reports will be due within 30 calendar days following the end of the reporting month.

LXII. Add Section XI, Loss of Federal Authority, to Exhibit B, Financial Provisions – ADP, as follows:

XI. LOSS OF FEDERAL AUTHORITY.

- A. Should any part of the scope of work under this Agreement 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 the Centers for Medicare & Medicaid Services (CMS) has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor 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 Contractor 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, Contractor will not be paid for that work.
- C. If County has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Agreement the work was to be performed after the date the legal authority ended, the payment for that work shall be

returned to County.

- D. If Contractor 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 Contractor for that work, Contractor 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 Contractor 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 Contractor to retain payments made for work performed following the date of the loss of program authority.

LXIII. Delete Item G of Section I. Payment of Services of Exhibit B (Financial Provisions – MHS, and replace it with the following:

G. Hold Harmless.

- 1. Contractor acknowledges and agrees DHCS assumes no responsibility for the payment of Contractor for services performed pursuant to this Agreement. County accepts sole responsibility for the payment of Contractor for services performed pursuant to this Agreement.
- 2. Contractor agrees to hold harmless both the State and members in the event County cannot or does not pay for services performed by Contractor pursuant to this Agreement.

LXV. Delete Item II. Maximum Contract Amount of Exhibit B Financial Provisions - MHS, and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$36,573,718** inclusive of **\$3,755,260** (\$811,825 for FY 23-24, \$1,033,072 for FY 24-25, \$988,208 for FY 25-26, and \$922,155 for FY 26-27) in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

LXVI. Delete Item A. Fee-For-Service Rates of Section III Operating Budget and Fee for Service Rates of Exhibit B General Financial Provisions: MHS, and replace it with the following:

A. Fee-For-Service Rates.

For Medi-Cal services, County agrees to reimburse Contractor at a Negotiated Fee-For-Service rate (the “Negotiated Fee”) during the term of this Agreement as specified in Exhibit B-1 and B-3 MHS. Specialty mental health services provided to Non-Medi-Cal members will be paid at the same rates. Reimbursement or payment under this provision is subject to the maximum amount specified in the Exhibit B-1 MHS for Medi-Cal and Non-Medi-Cal specialty mental health services.

Notwithstanding the foregoing, and at any time during the term of the Agreement, the Director of the Department of Behavioral Wellness or designee, in his or her sole discretion, may incorporate new codes, make fee-for-service rate changes to the Exhibit B-1 and B-3 MHS issued by the California Department of Health Care Services and may make rate changes to Exhibit B-1 and B-3 MHS for County’s operational reasons.

Additionally, the Behavioral Wellness Director or designee, in his or her sole discretion, may make rate changes to or otherwise update Exhibit B-1 and B-3 MHS for multi-year contracts annually. Any changes to Exhibit B-1 and B-3 MHS shall not alter the Maximum Contract Amount and shall not require an amendment to this Agreement but shall be in writing.

LXVIII. Add the following Section XII. Loss of Federal Authority to Exhibit B Financial Provisions MHS:

XII. LOSS OF FEDERAL AUTHORITY.

- A. Should any part of the scope of work under this Agreement 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 the Centers for Medicare & Medicaid Services (CMS) has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor 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 Contractor 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, Contractor will not be paid for that work.
- C. If County has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Agreement the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to County.
- D. If Contractor 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 Contractor for that work, Contractor 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 Contractor 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 Contractor to retain payments made for work performed following the date of the loss of program authority.

LXIX. Delete Exhibit B-1 – ADP Schedule of Rates and Contracts and replace it with the following:

EXHIBIT B-1- ADP SCHEDULE OF RATES AND CONTRACT MAXIMUM (Applicable to programs A2-A9)

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

CONTRACTOR NAME: Good Samaritan Shelter

FISCAL YEAR: 23-24

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	Residential	RESIDENTIAL 3.1	Bed Day	\$217.00	9,658	\$2,095,800
			RESIDENTIAL 3.2	Bed Day	\$217.00	657	\$142,600
			RESIDENTIAL 3.3	Bed Day	\$217.00	0	\$0
			RESIDENTIAL 3.5	Bed Day	\$217.00	164	\$35,600
			RESIDENTIAL 3.7	Bed Day	\$724.00	0	\$0
	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$362.62	0	\$0
			LPHA / Assoc. LPHA	1.13	\$246.98	936	\$231,200
			Certified Peer Recovery Specialist	0.00	\$196.00	0	\$0
			Alcohol and Drug Counselor	12.15	\$205.81	10,109	\$2,080,500
				13.28		21,524	\$4,585,700

Contracted Service	Service Type	Reimbursement Method	Rate (if applicable)	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Non-Medi-Cal Services (3)	Fee-For-Service	n/a	\$0
	Quality Management (4)	Incentive	n/a	\$91,700
	Utilization Management (4)	Incentive	n/a	\$91,700
	Board and Care	Negotiated Rate	\$50.00 Per Day	\$ 658,700
	Contingency Management	Cost Reimbursement	n/a	\$31,250
	Prop 47	Cost Reimbursement	n/a	\$1,213,749
	Recovery Residence	Negotiated Rate	\$83.56 Per Day	\$140,000
	CalWORKs Board and Care	Negotiated Rate	\$50.00 Per Day	\$60,000
	CalWORKs Counseling	Negotiated Rate	\$3.43 Per Minute	\$20,000
	CalWORKs ADFH	Negotiated Rate	\$66.16 Per Day	\$180,000
				\$2,487,099

Total Contract Maximum Per Fiscal Year **\$7,072,799**

Contract Maximum by Program & Estimated Funding Sources									
Funding Sources (1)	PROGRAM(S)								Total
	Outpatient Treatment Programs	Residential Treatment Programs	Contingency Management Startup (FY 23-24)	Prop 47 Step Down Housing	Prop 47 Sobering Center	Recovery Residence	CalWORKs Counseling	CalWORKs Alcohol Drug Free Housing	
Medi-Cal Patient Revenue (2)	\$ 2,311,700	\$ 2,274,000							\$ 4,585,700
SUBG - Non-Medi-Cal Services (3)	\$ -	\$ -							\$ -
Realignment - Quality Assurance Incentive (4)	\$ 46,200	\$ 45,500							\$ 91,700
Realignment - Utilization Review Incentive (4)	\$ 46,200	\$ 45,500							\$ 91,700
SUBG - Board and Care		\$ 658,700							\$ 658,700
SUBG - Recovery Residences						\$ 140,000			\$ 140,000
CalWORKS		\$ 60,000					\$ 20,000	\$ 180,000	\$ 260,000
Grants				\$ 442,241	\$ 771,508				\$ 1,213,749
Other State Funds			\$ 31,250						\$ 31,250
Other County Funds									\$ -
TOTAL CONTRACT PAYABLE FY 23-24	\$ 2,404,100	\$ 3,083,700	\$ 31,250	\$ 442,241	\$ 771,508	\$ 140,000	\$ 20,000	\$ 180,000	\$ 7,072,799

DocuSigned by:
Sylvia Barnard
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CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

melissa mango

(1) The Director or designee may reallocate between programs at their 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) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.

(4) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs A2-A9)

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

CONTRACTOR NAME: Good Samaritan Shelter

FISCAL YEAR: 24-25

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	Residential	RESIDENTIAL 3.1	Bed Day	\$217.00	12,848	\$2,788,100
			RESIDENTIAL 3.2	Bed Day	\$217.00	1168	\$253,500
			RESIDENTIAL 3.3	Bed Day	\$217.00	0	\$0
			RESIDENTIAL 3.5	Bed Day	\$217.00	1752	\$380,200
			RESIDENTIAL 3.7	Bed Day	\$724.00	0	\$0
	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$393.01	0	\$0
			LPHA / Assoc. LPHA	1.13	\$254.33	936	\$238,100
			Certified Peer Recovery Specialist	0.00	\$200.92	0	\$0
			Alcohol and Drug Counselor	12.15	\$210.96	10,109	\$2,132,600
				13.28		26,813	\$5,792,500

Contracted Service	Service Type	Reimbursement Method	Rate (if applicable)	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Non-Medi-Cal Services (3)	Fee-For-Service	n/a	\$0
	Quality Management (4)	Incentive	n/a	\$115,800
	Utilization Management (4)	Incentive	n/a	\$115,800
	Board and Care	Negotiated Rate	\$50.00 Per Day	\$788,400
	Prop 47	Cost Reimbursement	n/a	\$1,295,100
	SUBG - Recovery Residence	Negotiated Rate	\$83.56 Per Day	\$165,000
	CalWORKs Board and Care	Negotiated Rate	\$50.00 Per Day	\$60,000
	CalWORKs Counseling	Negotiated Rate	\$3.43 Per Minute	\$20,000
	CalWORKs ADFH	Negotiated Rate	\$66.16 Per Day	\$180,000
				\$2,740,100

Total Contract Maximum Per Fiscal Year **\$8,532,600**

Contract Maximum by Program & Estimated Funding Sources								Total
Funding Sources (1)	PROGRAM(S)							
	Outpatient Treatment Programs	Residential Treatment Programs	Prop 47 Step Down Housing	Prop 47 Sobering Center	Recovery Residence	CalWORKs Counseling	CalWORKs Alcohol Drug Free Housing	
Medi-Cal Patient Revenue (2)	\$ 2,370,700	\$ 3,421,800						\$ 5,792,500
SUBG - Non-Medi-Cal Services (3)	\$ -	\$ -						\$ -
Realignment - Quality Assurance Incentive (4)	\$ 47,400	\$ 68,400						\$ 115,800
Realignment - Utilization Review Incentive (4)	\$ 47,400	\$ 68,400						\$ 115,800
SUBG - Board and Care		\$ 788,400						\$ 788,400
SUBG - Recovery Residences					\$ 165,000			\$ 165,000
CalWORKs		\$ 60,000				\$ 20,000	\$ 180,000	\$ 260,000
Prop 47 Grant			\$ 490,600	\$ 804,500				\$ 1,295,100
Other State Funds								\$ -
TOTAL CONTRACT PAYABLE FY 24-25	\$ 2,465,500	\$ 4,107,000	\$ 490,600	\$ 804,500	\$ 165,000	\$ 20,000	\$ 180,000	\$ 8,532,600

CONTRACTOR SIGNATURE: Sylvia Barnard DocuSigned by: Sylvia Barnard
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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) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Services rates as noted for Medi-Cal clients.
 (4) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.

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

(Applicable to programs A2-A9)

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

CONTRACTOR NAME: Good Samaritan Shelter

FISCAL YEAR: 25-26

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	Residential	RESIDENTIAL 3.1	Bed Day	\$217.00	12,848	\$2,788,100
			RESIDENTIAL 3.2	Bed Day	\$217.00	1168	\$253,500
			RESIDENTIAL 3.3	Bed Day	\$217.00	0	\$0
			RESIDENTIAL 3.5	Bed Day	\$217.00	1752	\$380,200
			RESIDENTIAL 3.7	Bed Day	\$724.00	0	\$0
	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologis	0.00	\$393.01	0	\$0
			LPHA / Assoc. LPHA	1.13	\$254.33	936	\$238,100
			Certified Peer Recovery Specialist	0.00	\$200.92	0	\$0
			Alcohol and Drug Counselor	12.15	\$210.96	10,109	\$2,132,600
				13.28		26,813	\$5,792,500

Contracted Service	Service Type	Reimbursement Method	Rate (if applicable)	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Non-Medi-Cal Services (3)	Fee-For-Service	n/a	\$0
	Quality Management (4)	Incentive	n/a	\$115,800
	Utilization Management (4)	Incentive	n/a	\$115,800
	Board and Care	Negotiated Rate	\$50.00 Per Day	\$788,400
	Prop 47 - Residential Treatment	Negotiated Rate	Max. \$217 Per Day	\$29,295
	Prop 47 - Residential Board and Care	Negotiated Rate	\$50.00 Per Day	\$6,750
	Prop 47 - Housing	Cost Reimbursement	n/a	\$1,445,654
	Prop 47 - Recovery Residences	Negotiated Rate	\$83.56 Per Day	\$22,561
	BHBH - Recovery Residences	Negotiated Rate	\$83.56 Per Day	\$11,281
	SUBG - Recovery Residence	Negotiated Rate	\$83.56 Per Day	\$183,000
	CalWORKs Board and Care	Negotiated Rate	\$50.00 Per Day	\$60,000
	CalWORKs Counseling	Negotiated Rate	\$3.43 Per Minute	\$20,000
	CalWORKs ADFH	Negotiated Rate	\$66.16 Per Day	\$180,000
				\$2,978,541

Total Contract Maximum Per Fiscal Year **\$8,771,041**

Funding Sources (1)	Contract Maximum by Program & Estimated Funding Sources							Total
	Outpatient Treatment Programs	Residential Treatment Programs	Prop 47 Step Down Housing	Prop 47 Sobering Center	Recovery Residence	CalWORKs Counseling	CalWORKs Alcohol Drug Free Housing	
Medi-Cal Patient Revenue (2)	\$ 2,370,700	\$ 3,421,800						\$ 5,792,500
SUBG - Non-Medi-Cal Services (3)	\$ -	\$ -						\$ -
Realignment - Quality Assurance Incentive (4)	\$ 47,400	\$ 68,400						\$ 115,800
Realignment - Utilization Review Incentive (4)	\$ 47,400	\$ 68,400						\$ 115,800
SUBG - Board and Care		\$ 788,400						\$ 788,400
SUBG - Recovery Residences					\$ 183,000			\$ 183,000
CalWORKS		\$ 60,000				\$ 20,000	\$ 180,000	\$ 260,000
Prop 47 Grant		\$ 36,045	\$ 508,524	\$ 937,130	\$ 22,561			\$ 1,504,260
BHBH Grant					\$ 11,281			\$ 11,281
TOTAL CONTRACT PAYABLE FY 25-26			\$ 508,524	\$ 937,130	\$ 216,842	\$ 20,000	\$ 180,000	\$ 8,771,041

CONTRACTOR SIGNATURE:

Sylvia Barnard

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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.
- (3) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal clients at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (4) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.

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

(Applicable to programs A2-A9)

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

CONTRACTOR NAME: Good Samaritan Shelter



FISCAL YEAR: 26-27

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	Residential	RESIDENTIAL 3.1	Bed Day	\$217.00	12,848	\$2,788,100
			RESIDENTIAL 3.2	Bed Day	\$217.00	1168	\$253,500
			RESIDENTIAL 3.3	Bed Day	\$217.00	0	\$0
			RESIDENTIAL 3.5	Bed Day	\$217.00	1752	\$380,200
			RESIDENTIAL 3.7	Bed Day	\$724.00	0	\$0
	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$393.01	0	\$0
			LPHA / Assoc. LPHA	1.13	\$254.33	936	\$238,100
			Certified Peer Recovery Specialist	0.00	\$200.92	0	\$0
			Alcohol and Drug Counselor	12.15	\$210.96	10,109	\$2,132,600
				13.28		26,813	\$5,792,500

Contracted Service	Service Type	Reimbursement Method	Rate (if applicable)	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Non-Medi-Cal Services (3)	Fee-For-Service	n/a	\$0
	Board and Care	Negotiated Rate	\$50.00 Per Day	\$788,400
	Prop 47 - Residential Treatment	Negotiated Rate	Max. \$217 Per Day	\$79,311
	Prop 47 - Residential Board and Care	Negotiated Rate	\$50.00 Per Day	\$109,500
	Prop 47 - Housing	Cost Reimbursement	n/a	\$978,625
	BHBH - Recovery Residences	Negotiated Rate	\$83.56 Per Day	\$250,682
	SUBG - Recovery Residence	Negotiated Rate	\$83.56 Per Day	\$183,000
	CalWORKs Board and Care	Negotiated Rate	\$50.00 Per Day	\$60,000
	CalWORKs Counseling	Negotiated Rate	\$3.43 Per Minute	\$20,000
	CalWORKs ADFH	Negotiated Rate	\$66.16 Per Day	\$180,000
				\$2,649,518

Total Contract Maximum Per Fiscal Year **\$8,442,018**

Funding Sources (1)	Contract Maximum by Program & Estimated Funding Sources							Total
	PROGRAM(S)							
	Outpatient Treatment Programs	Residential Treatment Programs	Prop 47 Step Down Housing	Prop 47 Sobering Center	Recovery Residence	CalWORKs Counseling	CalWORKs Alcohol Drug Free Housing	
Medi-Cal Patient Revenue (2)	\$ 2,370,700	\$ 3,421,800						\$ 5,792,500
SUBG - Non-Medi-Cal Services (3)	\$ -	\$ -						\$ -
SUBG - Board and Care		\$ 788,400						\$ 788,400
SUBG - Recovery Residences					\$ 183,000			\$ 183,000
CalWORKS		\$ 60,000				\$ 20,000	\$ 180,000	\$ 260,000
Prop 47 Grant		\$ 188,811	\$ 283,832	\$ 694,793				\$ 1,167,436
BHBH Grant					\$ 250,682			\$ 250,682
TOTAL CONTRACT PAYABLE FY 26-27:	\$ 2,370,700	\$ 4,459,011	\$ 283,832	\$ 694,793	\$ 433,682	\$ 20,000	\$ 180,000	\$ 8,442,018

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CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

- (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) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.

LXX. Delete Exhibit B-1 – MHS Schedule of Rates and Contracts Fiscal Year 2025-2026 and 2026 - 2027, and replace it with the following:

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

(Applicable to programs described in Exhibit A11-A14)

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

CONTRACTOR NAME:

Good Samaritan

FISCAL YEAR: 2025-2026

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$362.62	0	\$0
			LPHA / Assoc. LPHA	3.00	\$246.98	1,498	\$369,970
			Certified Peer Recovery Specialist	0.00	\$196.01	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	0.00	\$186.21	0	\$0
			3.00			1,498	\$369,970

Contracted Service	Service Type	Program	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Services	Quality Assurance & Utilization Management (2)	Homeless Clinician	Incentive	\$14,799
	Mental Health Funded Shelter Beds	Shelter Beds	Fee-For-Service - \$51.75 per bed per day	\$245,554
	Emergency Short Term Housing	Safe and Stable Housing	Cost Reimbursement	\$197,385
	Client Flexible Funds	Homeless Clinician	Cost Reimbursement	\$3,500
	Homeless Housing Case Management Services	Homekey	Cost Reimbursement	\$37,500
		Depot Street	Cost Reimbursement	\$82,000
	West Cox	Cost Reimbursement	\$37,500	
				\$618,238

Total Contract Maximum \$988,208

Contract Maximum by Program & Estimated Funding Sources								Total
Funding Sources (3)	PROGRAM(S)							
	Homeless Clinician	Shelter Beds	Depot Street	West Cox	Homekey	Safe and Stable Housing		
Medi-Cal Patient Revenue (4)	\$ 369,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 369,970	
Realignment Non-Medi-Cal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Realignment Non-Medi-Cal Program	\$ -	\$ 113,333	\$ -	\$ -	\$ -	\$ -	\$ 113,333	
Realignment QA / UM Incentive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MHSA QA / UM Incentive	\$ 14,799	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,799	
MHSA Client Flexible Support	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500	
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ 82,000	\$ 37,500	\$ 37,500	\$ -	\$ 157,000	
DSH Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,385	\$ 197,385	
BHBH Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132,221	
TOTAL CONTRACT PAYABLE PER	\$ 387,769	\$ 113,333	\$ 82,000	\$ 37,500	\$ 37,500	\$ 197,385	\$ 988,208	

CONTRACTOR SIGNATURE:

Sylvia Barnard
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FISCAL SERVICES SIGNATURE:

Signed by:

Christopher Jones
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(1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.

(2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.

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(4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.

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

CONTRACTOR NAME:

Good Samaritan

FISCAL YEAR: 2026-2027

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$362.62	0	\$0
			LPHA / Assoc. LPHA	3.00	\$246.98	1,498	\$369,970
			Certified Peer Recovery Specialist	0.00	\$196.01	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	0.00	\$186.21	0	\$0
				3.00		1,498	\$369,970

Contracted Service	Service Type	Program	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Services	Mental Health Funded Shelter Beds	Shelter Beds	Fee-For-Service - \$53.50 per bed per day	\$253,858
	Client Flexible Funds	Homeless Clinician	Cost Reimbursement	\$3,500
	Emergency Short Term Housing	Safe and Stable Housing	Cost Reimbursement	\$203,307
	Homeless Housing Case Management Services	West Cox, Depot St, Homekey	Cost Reimbursement	\$91,520
				\$552,185

Total Contract Maximum \$922,155

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	PROGRAM(S)						
	Homeless Clinician	Shelter Beds	West Cox, Depot Street, Homekey	Safe and Stable Housing			
Medi-Cal Patient Revenue (4)	\$ 369,970	\$ -	\$ -	\$ -		\$ 369,970	
Realignment Non-Medi-Cal Program	\$ -	\$ 117,165	\$ -	\$ -		\$ 117,165	
BHSA Client Flexible Support	\$ 3,500	\$ -	\$ -	\$ -		\$ 3,500	
BHSA Non-Medi-Cal Program	\$ -	\$ -	\$ 91,520	\$ -		\$ 91,520	
DSH Grant	\$ -	\$ -	\$ -	\$ 203,307		\$ 203,307	
BHBH Grant	\$ -	\$ 136,693	\$ -	\$ -		\$ 136,693	
TOTAL CONTRACT PAYABLE PER FY:	\$ 373,470	\$ 253,858	\$ 91,520	\$ 203,307		\$ 922,155	

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Sylvia Barnard
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Signed by:

Christopher Jones
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CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

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(4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, BHSA, General Fund, Grants, Other Departmental Funds and SB 163.

LXXI. Delete B-2 – ADP & MHS Entity Budget by Program for FY 23-27, and replace it with the following:

**EXHIBIT B-2 – ADP & MHS
ENTITY BUDGET BY PROGRAM**

**Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Good Samaritan Shelter
 COUNTY FISCAL YEAR: FY 2023-2024

LINE #	COLUMN #	1	2	3	4	5	6	7	8
	I. REVENUE SOURCES:		Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe and Stable Housing	West Cox	Depot Street	ADP Contingency Management Startup (FY 23-24 Only)	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center
1	Contributions	\$ -							
2	Foundations/Trusts	\$ -							
3	Miscellaneous Revenue	\$ -							
4	SB Co Behavioral Wellness Funding	\$ 1,556,135	191,636	37,500	82,000	31,250	442,241	771,508	
5	SB Co CWS	\$ -							
6	Rental Income	\$ -							
7	Total Other Revenue	\$ 1,556,135	\$ 191,636	\$ 37,500	\$ 82,000	\$ 31,250	\$ 442,241	\$ 771,508	
	II. Client and Third Party Revenues:								
8	Client Fees								
9	SSI								
10	Total Client and Third Party Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET	\$ 1,556,135	\$ 191,636	\$ 37,500	\$ 82,000	\$ 31,250	\$ 442,241	\$ 771,508	

	III. DIRECT COSTS	Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe and Stable Housing	West Cox	Depot Street	ADP Contingency Management Startup (FY 23-24 Only)	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center
	III.A. Salaries and Benefits Object Level							
12	Salaries (Complete Staffing Schedule)	\$ 784,330	79,560	24,960	49,920	20,433	136,083	473,374
13	Employee Benefits	\$ 99,315	20,686	3,120	12,979	5,108	14,817	42,605
14	Payroll Taxes	\$ 73,232	7,956	2,496	4,992	2,043	11,908	43,837
15	Salaries and Benefits Subtotal	\$ 956,877	\$ 108,202	\$ 30,576	\$ 67,891	\$ 27,585	\$ 162,808	\$ 559,816
	III.B Services and Supplies Object							
16	Auto Expenses	\$ 29,900	9,200	500	1,000		19,200	
17	Contracted/Professional Services	\$ 10,886	1,300				1,000	8,586
18	Depreciation/Occupancy	\$ 149,370					110,250	39,120
19	Drug Testing	\$ 3,650					2,200	1,450
20	Education & Training	\$ 1,500	500					1,000
21	Gov't Fees & Charges	\$ 1,600	1,100				500	
22	Insurance	\$ 23,650					18,250	5,400
23	Laundry	\$ -						
24	Meetings and Seminars	\$ -						
25	Office Expense/Supplies	\$ 4,816	500	1,283	1,933		1,000	100
26	Program Supplies Food	\$ 34,461	5,461				17,500	11,500
27	Program Supplies	\$ 56,164	3,960				32,249	19,955
28	Rental of Buildings	\$ -						
29	Rental of Equipment	\$ -						
30	Repairs & Maintenance	\$ 11,650					9,750	1,900
31	Telephone/Internet	\$ 18,710	2,880	250	480		9,500	5,600
32	Utilities	\$ -						
33	Travel	\$ 16,800					350	16,450
34	Master Lease	\$ 38,568	38,568					
35	Services and Supplies Subtotal	\$ 401,725	\$ 63,469	\$ 2,033	\$ 3,413	\$ -	\$ 221,749	\$ 111,061
36	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ -						
37								
38	SUBTOTAL DIRECT COSTS	\$ 1,358,602	\$ 171,671	\$ 32,609	\$ 71,304	\$ 27,585	\$ 384,557	\$ 670,877
	IV. INDIRECT COSTS							
40	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 197,532	\$ 19,965	\$ 4,891	\$ 10,696	\$ 3,666	\$ 57,684	\$ 100,632
41	GROSS DIRECT AND INDIRECT COSTS	\$ 1,556,135	\$ 191,636	\$ 37,500	\$ 82,000	\$ 31,250	\$ 442,241	\$ 771,508

EXHIBIT B-2 – ADP & MHS ENTITY BUDGET BY PROGRAM

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet Entity Budget By Program

AGENCY NAME: Good Samaritan Shelter
 COUNTY FISCAL YEAR: FY 2024-2025

LINE#	COLUMN #	1	2	3	4	5	6	7	8	
	I. REVENUE SOURCES:		Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe and Stable Housing	West Cox	Homekey	Depot Street	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center	
1	Contributions		\$ -							
2	Foundations/Trusts		\$ -							
3	Miscellaneous Revenue		\$ -							
4	SB Co Behavioral Wellness Funding		\$ 1,702,653	250,553	37,500	37,500	82,000	490,600	804,500	
5	SB Co CWS		\$ -							
6	Rental Income		\$ -							
7	Total Other Revenue		\$ 1,702,653	\$ 250,553	\$ 37,500	\$ 37,500	\$ 82,000	\$ 490,600	\$ 804,500	
	II. Client and Third Party Revenues:									
8	Client Fees									
9	SSI									
10	Total Client and Third Party Revenues		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
11	GROSS PROGRAM REVENUE BUDGET		\$ 1,702,653	\$ 250,553	\$ 37,500	\$ 37,500	\$ 82,000	\$ 490,600	\$ 804,500	
	III. DIRECT COSTS									
	III.A. Salaries and Benefits Object Level Total		Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe and Stable Housing	West Cox	Homekey	Depot Street	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center	
12	Salaries (Complete Staffing Schedule)		\$ 880,420	122,980	24,960	24,960	49,920	152,000	505,600	
13	Employee Benefits		\$ 62,205	20,686	3,120	3,120	12,979	10,900	11,400	
14	Payroll Taxes		\$ 81,240	7,956	2,496	2,496	4,992	14,600	48,700	
15	Salaries and Benefits Subtotal		\$ 1,023,865	\$ 151,622	\$ 30,576	\$ 30,576	\$ 67,891	\$ 177,500	\$ 565,700	
	III.B Services and Supplies Object									
16	Auto Expenses		\$ 43,100	9,200	500	500	1,000	16,500	15,400	
17	Contracted/Professional Services		\$ 29,600	2,400				10,600	16,600	
18	Depreciation/Occupancy		\$ -							
19	Drug Testing		\$ 1,800					1,100	700	
20	Education & Training		\$ 3,500	500				2,800	200	
21	Gov'tl Fees & Charges		\$ 5,300	5,300						
22	Insurance		\$ 21,600					16,700	4,900	
23	Laundry		\$ -							
24	Office Expense/Supplies		\$ 9,899	500	1,283	1,283	1,933	2,500	2,400	
25	Program Supplies Food		\$ 57,361	5,461				15,400	36,500	
26	Program Supplies		\$ 41,160	3,960				17,000	20,200	
27	Rental of Buildings		\$ 196,100					156,500	39,600	
28	Repairs & Maintenance		\$ 6,900					6,100	800	
29	Telephone/Internet		\$ 20,521	3,241	250	250	480	9,900	6,400	
30	Utilities		\$ -							
31	Master Lease		\$ 38,568	38,568						
32	Services and Supplies Subtotal		\$ 475,409	\$ 69,130	\$ 2,033	\$ 2,033	\$ 3,413	\$ 255,100	\$ 143,700	
33	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -							
34			\$ -							
35	SUBTOTAL DIRECT COSTS		\$ 1,499,274	\$ 220,752	\$ 32,609	\$ 32,609	\$ 71,304	\$ 432,600	\$ 709,400	
	IV. INDIRECT COSTS									
37	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 203,381	\$ 29,802	\$ 4,891	\$ 4,891	\$ 10,697	\$ 58,000	\$ 95,100	
38	GROSS DIRECT AND INDIRECT COSTS		\$ 1,702,653	\$ 250,553	\$ 37,500	\$ 37,500	\$ 82,000	\$ 490,600	\$ 804,500	

**EXHIBIT B-2 – ADP & MHS
ENTITY BUDGET BY PROGRAM**

**Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Good Samaritan Shelter
 COUNTY FISCAL YEAR: FY 2025-2026

LINE#	COLUMN #	1	2	3	4	5	6	7	8	
I. REVENUE SOURCES:			Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe & Stable Housing	West Cox	Homekey	Depot Street	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center	
1	Contributions	\$	-							
2	Foundations/Trusts	\$	-							
3	Miscellaneous Revenue	\$	-							
4	SB Co Behavioral Wellness Funding	\$	1,800,039	197,385	37,500	37,500	82,000	508,524	937,130	
5	SB Co CWS	\$	-							
6	Rental Income	\$	-							
7	Total Other Revenue	\$	1,800,039	\$ 197,385	\$ 37,500	\$ 37,500	\$ 82,000	\$ 508,524	\$ 937,130	
II. Client and Third Party Revenues:										
8	Client Fees									
9	SSI									
10	Total Client and Third Party Revenues	\$	-	\$ -		\$ -	\$ -	\$ -	\$ -	
11	GROSS PROGRAM REVENUE BUDGET	\$	1,800,039	\$ 197,385	\$ 37,500	\$ 37,500	\$ 82,000	\$ 508,524	\$ 937,130	
III. DIRECT COSTS			Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe & Stable Housing	West Cox	Homekey	Depot Street	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center	
III.A. Salaries and Benefits Object Level										
12	Salaries (Complete Staffing Schedule)	\$	878,547	100,475	24,960	24,960	49,920	158,685	519,548	
13	Employee Benefits	\$	123,993	21,013	3,120	3,120	12,979	19,597	64,164	
14	Payroll Taxes	\$	93,392	7,686	2,496	2,496	4,992	12,140	63,582	
15	Salaries and Benefits Subtotal	\$	1,095,932	\$ 129,174	\$ 30,576	\$ 30,576	\$ 67,891	\$ 190,422	\$ 647,294	
III.B Services and Supplies Object Level										
16	Auto Expenses	\$	36,174	5,000	500	500	1,000	18,050	11,124	
17	Contracted/Professional Services	\$	26,013					7,421	18,592	
18	Depreciation/Occupancy	\$	-					-	-	
19	Drug Testing	\$	7,094					3,121	3,973	
20	Education & Training	\$	1,420					69	1,351	
21	Govtl Fees & Charges	\$	4,504					4,504	-	
22	Insurance	\$	22,198					16,160	6,038	
23	Laundry	\$	-					-	-	
24	Meetings and Seminars	\$	69					69	-	
25	Office Expense/Supplies	\$	22,784	1,200	1,283	1,283	1,933	3,260	13,825	
26	Program Supplies Food	\$	62,486					19,628	42,859	
27	Program Supplies	\$	29,150	1,200				11,582	16,367	
28	Rental of Buildings	\$	162,070					122,343	39,727	
29	Rental of Equipment	\$	238					-	238	
30	Repairs & Maintenance	\$	35,687					27,742	7,945	
31	Telephone/Internet	\$	17,886		250	250	480	11,582	5,323	
32	Master Lease	\$	38,568	38,568				-	-	
33	Travel	\$	6,480					6,242	238	
34	Services and Supplies Subtotal	\$	472,822	\$ 45,968	\$ 2,033	\$ 2,033	\$ 3,413	\$ 251,774	\$ 167,601	
35	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$	-							
36		\$	-							
37	SUBTOTAL DIRECT COSTS	\$	1,568,754	\$ 175,142	\$ 32,609	\$ 32,609	\$ 71,304	\$ 442,195	\$ 814,895	
38	IV. INDIRECT COSTS									
39	Administrative Indirect Costs (Reimbursement limited to 15%)	\$	231,283	\$ 22,243	\$ 4,891	\$ 4,891	\$ 10,696	\$ 66,328	\$ 122,234	
40	GROSS DIRECT AND INDIRECT COSTS	\$	1,800,039	\$ 197,385	\$ 37,500	\$ 37,500	\$ 82,000	\$ 508,524	\$ 937,130	

**EXHIBIT B-2 – ADP & MHS
ENTITY BUDGET BY PROGRAM**

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet Entity Budget By Program							
AGENCY NAME:		Good Samaritan Shelter					
COUNTY FISCAL YEAR:		FY 2026-2027					
LINE#	COLUMN #	1	2	3	4	5	6
I. REVENUE SOURCES:			Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe & Stable Housing	West Cox, Depot, & Homekey	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center
1	Contributions		\$ -				
2	Foundations/Trusts		\$ -				
3	Miscellaneous Revenue		\$ -				
4	SB Co Behavioral Wellness Funding		\$ 1,273,452	203,307	91,520	283,832	694,793
5	SB Co CWS		\$ -				
6	Rental Income		\$ -				
7	Total Other Revenue		\$ 1,273,452	\$ 203,307	\$ 91,520	\$ 283,832	\$ 694,793
II. Client and Third Party Revenues:							
8	Client Fees		\$ -				
9	SSI		\$ -				
10	Total Client and Third Party Revenues		\$ -	\$ -	\$ -	\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET		\$ 1,273,452	\$ 203,307	\$ 91,520	\$ 283,832	\$ 694,793
III. DIRECT COSTS			Total Behavioral Wellness (Cost Reimbursement Programs Only)	Safe & Stable Housing	West Cox, Depot, & Homekey	ADP Prop 47 Step Down Housing	ADP Prop 47 Sobering Center
III.A. Salaries and Benefits Object Level							
12	Salaries (Complete Staffing Schedule)		\$ 642,443	105,498	63,180	88,570	385,196
13	Employee Benefits		\$ 92,005	20,860	12,636	10,938	47,571
14	Payroll Taxes		\$ 67,515	8,071	5,528	6,776	47,140
15	Salaries and Benefits Subtotal		\$ 801,964	\$ 134,429	\$ 81,344	\$ 106,284	\$ 479,907
III.B Services and Supplies Object Level							
17	Auto Expenses		\$ 25,322	5,000	2,000	10,075	8,247
18	Contracted/Professional Services		\$ 17,926			4,142	13,784
19	Depreciation/Occupancy		\$ -			-	-
20	Drug Testing		\$ 4,687			1,742	2,945
21	Education & Training		\$ 1,040			39	1,001
22	Govtl Fees & Charges		\$ 2,514			2,514	-
23	Insurance		\$ 13,497			9,020	4,477
24	Laundry		\$ -			-	-
25	Meetings and Seminars		\$ 39			39	-
26	Office Expense/Supplies		\$ 16,212	1,200	2,943	1,819	10,250
27	Program Supplies Food		\$ 42,731	-		10,955	31,776
28	Program Supplies		\$ 19,800	1,200		6,465	12,135
29	Rental of Buildings		\$ 97,739			68,285	29,454
30	Rental of Equipment		\$ 177			-	177
31	Repairs & Maintenance		\$ 21,375			15,484	5,891
32	Telephone/Internet		\$ 10,911	-	500	6,465	3,947
33	Master Lease		\$ 38,568	38,568		-	-
34	Travel		\$ 3,661			3,484	177
35	Services and Supplies Subtotal		\$ 316,199	\$ 45,968	\$ 5,443	\$ 140,527	\$ 124,260
III.C. Client Expense Object Level							
36	Total (Not Medi-Cal Reimbursable)		\$ -				
37			\$ -				
38	SUBTOTAL DIRECT COSTS		\$ 1,118,162	\$ 180,397	\$ 86,787	\$ 246,811	\$ 604,167
IV. INDIRECT COSTS							
40	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 155,290	\$ 22,910	\$ 4,733	\$ 37,022	\$ 90,625
41	GROSS DIRECT AND INDIRECT COSTS		\$ 1,273,452	\$ 203,307	\$ 91,520	\$ 283,832	\$ 694,793

LXXII. Delete Exhibit B-3 Entity Rates and Codes by Service Type: ADP and MHS, and replace with the following

EXHIBIT B-3 – ADP

ENTITY RATES AND CODES BY SERVICE TYPE: ADP

EXHIBIT B-3 ADP			
DEPARTMENT OF BEHAVIORAL WELLNESS			
SCHEDULE OF CODES			
Outpatient Non-Medical Direct Services			
Provider type		Taxonomy Codes (2)	
Psychologist/ Pre-licensed Psychologist		102L, 103G, 103T	
LPHA (including LMFT)		1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256	
LCSW		106E, 1041	
Peer Recovery Specialist		175T	
Other Qualified Providers		171R, 3726, 373H, 374U, 376J	
Alcohol and Drug Counselor		101YA, 146D, 146L, 146M, 146N, 171M, 374K, 2258, 2260, 4053	

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment	15
96130	Psychological Testing Evaluation, First Hour	Assessment	60
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment	60
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment	26
G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	23
G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	60
G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	10
H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	Assessment	15
H0049	Alcohol and/or drug screening	Assessment	15
90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	Care Coordination	15
90889	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	Care Coordination	15
96160	Administration of patient-focused health risk assessment instrument.	Care Coordination	15
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Care Coordination	60
H1000	Prenatal Care, at risk assessment.	Care Coordination	15
T1017	Targeted Case Management, Each 15 Minutes	Care Coordination	15
99496	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.	Discharge Services	15

T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification.	Discharge Services	15
90846	Family Psychotherapy (Without the Patient Present), 26-50 minutes	Family Therapy	38
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	Family Therapy	38
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Family Therapy	15
H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	Group Counseling	15
H0004	Behavioral health counseling and therapy, 15 minutes.	Individual Counseling	15
H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	Individual Counseling	15
T1006	Alcohol and/or substance abuse services, family/couple counseling	Individual Counseling	15
H0025	Behavioral Health Prevention Education service, delivery of service with target population to affect knowledge, attitude, and/or behavior.	Peer Support Service	15
H0038	Self-help/peer services, per 15 minutes	Peer Support Service	15
H2015	Comprehensive community support services, per 15 minutes	Recovery Services	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Recovery Services	15
H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	Recovery Services	60
H0007	Alcohol and/or drug services; crisis intervention (outpatient),	SUD Crisis Intervention	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Services	15
96170	Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes	Supplemental Services	30
96171	Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.	Supplemental Services	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15
H2014	Skills training and development, per 15 minutes. (Use this code to submit claims for Patient Education Services).	Treatment Planning	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes	Treatment Planning	15
H2027	Psychoeducational Service, per 15 minutes	Treatment Planning	15

(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.

(2) Provider taxonomy codes are identified in the Short-Doyle Medi-Cal Billing Manual online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> and are routinely updated by DHCS.

EXHIBIT B-3 – MHS
ENTITY RATES AND CODES BY SERVICE TYPE: MHS

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

Behavioral Health Provider Fees

Provider type	Hourly Rate (Avg.)	Taxonomy Codes
Psychologist/ Pre-licensed Psychologist	\$362.62	102L, 103G, 103T
LPHA	\$246.98	1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256
LCSW	\$246.98	106E, 1041
Peer Recovery Specialist	\$196.01	175T
Mental Health Rehab Specialist	\$186.21	146D, 146L, 146M, 146N, 171M, 174H, 1837, 2217, 224Y
Other Qualified Providers	\$186.21	171R, 172V, 3726, 373H, 374U, 376J

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Service Codes	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30
90845	Psychoanalysis, 15 Minutes	Therapy Codes	15
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15
96105	Assessment of Aphasia, per Hour	Assessment Codes	60
96110	Developmental Screening, 15 Minutes	Assessment Codes	15
96112	Developmental Testing, First Hour	Assessment Codes	60
96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60
96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15
96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60

96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30
96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15
96161	Caregiver Assessment Administration of Care- Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Plan Development Codes	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Plan Development Codes	60
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes	Plan Development Codes	60
G2212	Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes (<i>automatically added by SmartCare as appropriate</i>)	Add-on Code	15
H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15
H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15

(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.

LXXIII. Add the following Exhibit B-4 Sliding Fee Scale:

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2024-2025**

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	15,060	20,440	25,820	31,200	40,790	45,660	50,800	55,940
10	19,380	24,760	30,140	35,520	45,110	49,980	55,120	60,260
15	23,700	29,080	34,460	39,840	49,430	54,300	59,440	64,580
20	28,020	33,400	38,780	44,160	53,750	58,620	63,760	68,900
25	32,340	37,720	43,100	48,480	58,070	62,940	68,080	73,220
30	36,660	42,040	47,420	52,800	62,390	67,260	72,400	77,540
35	40,980	46,360	51,740	57,120	66,710	71,580	76,720	81,860
40	45,300	50,680	56,060	61,440	71,030	75,900	81,040	86,180
45	49,620	55,000	60,380	65,760	75,350	80,220	85,360	90,500
50	53,940	59,320	64,700	70,080	79,670	84,540	89,680	94,820
55	58,260	63,640	69,020	74,400	83,990	88,860	94,000	99,140
60	62,580	67,960	73,340	78,720	88,310	93,180	98,320	103,460
65	66,900	72,280	77,660	83,040	92,630	97,500	102,640	107,780
70	71,220	76,600	81,980	87,360	96,950	101,820	106,960	112,100
75	75,540	80,920	86,300	91,680	101,270	106,140	111,280	116,420
80	79,860	85,240	90,620	96,000	105,590	110,460	115,600	120,740
85	84,180	89,560	94,940	100,320	109,910	114,780	119,920	125,060
90	88,500	93,880	99,260	104,640	114,230	119,100	124,240	129,380

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,255	1,703	2,152	2,600	3,399	3,805	4,233	4,662
10	1,615	2,063	2,512	2,960	3,759	4,165	4,593	5,022
15	1,975	2,423	2,872	3,320	4,119	4,525	4,953	5,382
20	2,335	2,783	3,232	3,680	4,479	4,885	5,313	5,742
25	2,695	3,143	3,592	4,040	4,839	5,245	5,673	6,102
30	3,055	3,503	3,952	4,400	5,199	5,605	6,033	6,462
35	3,415	3,863	4,312	4,760	5,559	5,965	6,393	6,822
40	3,775	4,223	4,672	5,120	5,919	6,325	6,753	7,182
45	4,135	4,583	5,032	5,480	6,279	6,685	7,113	7,542
50	4,495	4,943	5,392	5,840	6,639	7,045	7,473	7,902
55	4,855	5,303	5,752	6,200	6,999	7,405	7,833	8,262
60	5,215	5,663	6,112	6,560	7,359	7,765	8,193	8,622
65	5,575	6,023	6,472	6,920	7,719	8,125	8,553	8,982
70	5,935	6,383	6,832	7,280	8,079	8,485	8,913	9,342
75	6,295	6,743	7,192	7,640	8,439	8,845	9,273	9,702
80	6,655	7,103	7,552	8,000	8,799	9,205	9,633	10,062
85	7,015	7,463	7,912	8,360	9,159	9,565	9,993	10,422
90	7,375	7,823	8,272	8,720	9,519	9,925	10,353	10,782

*For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

**For families/household with more than 8 persons, add \$5,140 for each additional person.

**EXHIBIT B-4
SLIDING FEE SCALE**

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2025-2026**

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	15,650	21,150	26,650	32,150	37,650	43,150	48,650	54,150
10	19,970	25,470	30,970	36,470	41,970	47,470	52,970	58,470
15	24,290	29,790	35,290	40,790	46,290	51,790	57,290	62,790
20	28,610	34,110	39,610	45,110	50,610	56,110	61,610	67,110
25	32,930	38,430	43,930	49,430	54,930	60,430	65,930	71,430
30	37,250	42,750	48,250	53,750	59,250	64,750	70,250	75,750
35	41,570	47,070	52,570	58,070	63,570	69,070	74,570	80,070
40	45,890	51,390	56,890	62,390	67,890	73,390	78,890	84,390
45	50,210	55,710	61,210	66,710	72,210	77,710	83,210	88,710
50	54,530	60,030	65,530	71,030	76,530	82,030	87,530	93,030
55	58,850	64,350	69,850	75,350	80,850	86,350	91,850	97,350
60	63,170	68,670	74,170	79,670	85,170	90,670	96,170	101,670
65	67,490	72,990	78,490	83,990	89,490	94,990	100,490	105,990
70	71,810	77,310	82,810	88,310	93,810	99,310	104,810	110,310
75	76,130	81,630	87,130	92,630	98,130	103,630	109,130	114,630
80	80,450	85,950	91,450	96,950	102,450	107,950	113,450	118,950
85	84,770	90,270	95,770	101,270	106,770	112,270	117,770	123,270
90	89,090	94,590	100,090	105,590	111,090	116,590	122,090	127,590

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,304	1,763	2,221	2,679	3,138	3,596	4,054	4,513
10	1,664	2,123	2,581	3,039	3,498	3,956	4,414	4,873
15	2,024	2,483	2,941	3,399	3,858	4,316	4,774	5,233
20	2,384	2,843	3,301	3,759	4,218	4,676	5,134	5,593
25	2,744	3,203	3,661	4,119	4,578	5,036	5,494	5,953
30	3,104	3,563	4,021	4,479	4,938	5,396	5,854	6,313
35	3,464	3,923	4,381	4,839	5,298	5,756	6,214	6,673
40	3,824	4,283	4,741	5,199	5,658	6,116	6,574	7,033
45	4,184	4,643	5,101	5,559	6,018	6,476	6,934	7,393
50	4,544	5,003	5,461	5,919	6,378	6,836	7,294	7,753
55	4,904	5,363	5,821	6,279	6,738	7,196	7,654	8,113
60	5,264	5,723	6,181	6,639	7,098	7,556	8,014	8,473
65	5,624	6,083	6,541	6,999	7,458	7,916	8,374	8,833
70	5,984	6,443	6,901	7,359	7,818	8,276	8,734	9,193
75	6,344	6,803	7,261	7,719	8,178	8,636	9,094	9,553
80	6,704	7,163	7,621	8,079	8,538	8,996	9,454	9,913
85	7,064	7,523	7,981	8,439	8,898	9,356	9,814	10,273
90	7,424	7,883	8,341	8,799	9,258	9,716	10,174	10,633

*For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

**For families/household with more than 8 persons, add \$5,140 for each additional person.

LXXIV. Delete Exhibit A-7 Recovery Residences of Exhibit E – ADP Program Goals, Outcomes and Measures, and replace it with the following:

Exhibit A-7 Recovery Residences			
Program Goals		Outcomes	Measures
	1	Number of Unique Members Served in Recovery Residences (RR)	#
	2	Member Participation in RR care coordination	100%
		a. Number of members in RR care coordination	#
	3	Members maintained sobriety	100%
		a. Number of members-maintained sobriety	#
	4	Acquired Permanent Housing	50%
		a. Number of members acquired permanent housing	#
	5	Attained/Maintained Employment	50%
		a. Number of members attained/retained employment.	#
	5	Successful Discharge from RR*	50%
		a. Number of members who completed treatment	#

*Successful discharge as defined in County guidance for SmartCare Discharge Reasons

Contractor shall comply with amendments or modifications to Exhibit E(s) that do not alter the maximum contract amount of the Agreement 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 Agreement.

LXXV. Add Section H. Byrd Anti-Lobbying Amendment to Exhibit F Behavioral Health Housing Program Grant Funding Requirements to the Agreement as follows:

H. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352).

The Contractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office 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 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

LXXVI. Add Section I. Clean Air Act of Standard Terms and Conditions to Exhibit F Behavioral Health Housing Program Grant Funding Requirements to the Agreement as follows:

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

1. Contractor 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.

2. Contractor 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 Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

LXXVII. Add Section J. Federal Water Pollution Control Act of Exhibit F Behavioral Health Housing Program Grant Funding Requirements to the Agreement as follows:

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

1. Contractor 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.
2. Contractor 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 Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

LXXVIII. Add Exhibit G General Provisions Department of Health Care Services State Performance Requirements Behavioral Wellness (BHSA) and Substance Use Prevention, Treatment, and Recovery (SUBG) to the Agreement as follows:

**EXHIBIT G GENERAL PROVISIONS
DEPARTMENT OF HEALTH CARE SERVICES
STATE PERFORMANCE REQUIREMENTS
BEHAVIORAL HEALTH SERVICES ACT (BHSA)
AND**

SUBSTANCE USE PREVENTION, TREATMENT, AND RECOVERY SERVICES (SUBG)

This Agreement shall be governed by and construed in accordance with all laws and regulations and policies and procedures governing the California Department of Health Care Services (hereafter referred to as DHCS) State Performance Agreement (Agreement No. 26-60060 which administers the Behavioral Health Services Act, Lanterman- Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan- McCorquodale Act.

Any BHSA program services operated under this Agreement to Medi-Cal members residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit(s) A-~~{add number}~~ through A-~~{add number}~~, unless separately and specially set forth in the this General Provision or scope of work specific to each program.

County of Responsibility is defined as “the county of responsibility shall be the county whose county department is responsible for determining the initial and continuing Medi-Cal eligibility for a person or

family. The appropriate county of responsibility shall be determined in accordance with the California Code Title 22 section 50120.”

1. PERFORMANCE.

- A.** Contractor must meet certain conditions and requirements to receive funding for these programs and services, as set forth in this County Performance Contract 26-60060 (hereafter referred to as the Contract or Agreement), as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, and 5897. Contractor agrees to comply with all of the conditions and requirements described herein.
- B.** Contractor must implement the BHSA consistent with this Contract (which is executed pursuant to W&I section 5897), applicable law and regulations, the BHSA County Policy Manual (hereafter referred to as the BHSA Policy Manual), and other applicable DHCS guidance. <https://policy-manual.mes.dhcs.ca.gov/behavioral-health-services-act-county-policy-manual/LIVE/>.
- C.** The defined terms enumerated in the BHSA Policy Manual apply to this Contract, except as otherwise provided.
- D.** To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation or DHCS guidance issued pursuant to W&I section 5963.05 (or other applicable bulletin authority), Contractor must comply with the statute, regulation, or guidance, and the conflicting Contract provision will no longer be in effect.
- E.** There a requirement provided or referenced herein has an effective date that differs from the effective date of this Contract, Contractor is required to comply with the requirement as of its applicable effective date.
- F.** All terms and conditions set forth in the BHSA Policy Manual are hereby incorporated by reference and made a part of this Contract as if fully set forth herein.
- G.** Contactor must submit all deliverables required in this Contract in the schedule, form, and manner specified by County.
- H.** The Integrated Intergovernmental Agreements General Provisions Exhibit AA applies to the federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. Contractor agrees to comply with all of the conditions and requirements described herein.
- I.** For Substance Uses Grant services, Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75 to applies to those services along with the State Performance requirements and standards.

2. GENERAL REQUIRMENTS. Contract shall adhere to W&I section 5651(b) incorporated into this Contract. Contractor must:

- A.** Comply with the expenditure requirements of W&I section 17608.05;
- B.** Provide services to persons receiving involuntary treatment as required by the LPS Act (commencing with W&I section 5000) and the Children’s Civil Commitment and Mental Health Treatment Act of 1988 (commencing with W&I section 5585);

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 of the Bronzan-McCorquodale Act (commencing with W&I section 5700) , and submit cost reports and other data to County in the form and manner determined by County;
 - D. Comply with all provisions and requirements in law pertaining to patient rights;
 - E. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the PATH, MHBG, and SUBG programs;
 - F. Provide all data and information set forth in W&I sections 5610 and 5664; and
 - G. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Behavioral Health Services Act.
3. **AMERICANS WITH DISABILITIES ACT.** County agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 United States Code (USC) § 794d), the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), and the implementing regulations, including 36 Code of Federal Regulations (CFR) Part 1194 and 28 CFR Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.
4. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine County is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this Contract. The State must provide County advance written notice of such termination, allowing County at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.
5. **MEDI-CAL VERIFICATION AND ENROLLMENT.** Contractor shall:
- A. Verify an individual enrollment in Medi-Cal;
 - B. If the individual is not enrolled, refer the individual for eligibility screening and enrollment support; and
 - C. Check Medi-Cal enrollment on an ongoing basis.
6. **ELIGIBLE AND PRIORITY POPULATIONS.** Contractor shall comply with BHSA requirements concerning eligibility for and prioritization of services, as described in BHSA Policy Manual section 2.B.3 and any other applicable DHCS guidance.
- A. **Eligible Populations.** Contractor shall limit BHSA services to eligible children and youth and eligible adults and older adults, as defined in W&I section 5892(k). BHSA eligible populations are not required to be enrolled in the Medi-Cal program. (W&I § 5892(k)(7)-(8).)

B. Priority Populations. Contractor must prioritize BHSA services to the populations enumerated in W&I section 5892(d).

7. REPORTING, DATA SUBMISSION, AND DATA SHARING REQUIREMENTS.

A. Behavioral Health Outcomes, Accountability, And Transparency Report. Contractor must submit an annual Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) to County to consistent with BHSA Policy Manual section 4 and any other applicable DHCS guidance. (W&I § 5963.04.)

B. Contractor must comply with all data and information submission requirements specified in State and federal law, this Contract, and all applicable DHCS guidance. (W&I §§ 5610(a)(1), 5664(a), 5963.04(a)(2).) Applicable laws include:

1. Title 42 of the United States Code (USC), sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive;
2. W&I sections 5000 through 5987; and
3. All corresponding regulations that implement, interpret or make specific, these federal and State laws.

C. Contractor must provide data and information regarding the following programs as required by, and in accordance with, federal and State laws and DHCS guidance:

1. The Behavioral Health Services Act (BHSA), as outlined in Exhibit A, Attachment I, Article 1.0;
2. Projects for Assistance in Transition from Homelessness (PATH), as outlined in Article 2.0, subsection 2.4 of Attachment I;
3. Community Mental Health Services Block Grant (MHBG), as outlined in Article 2.0, subsection 2.5 of Attachment I;
4. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), as outlined in Article 2.0, subsection 2.6 of Attachment I; and
5. County provision of community behavioral health services provided with 1991 and 2011 realignment funds (other than Medi-Cal).

D. Data Sharing Requirements. Contractor must comply with all data sharing requirements as mandated by and in accordance with applicable federal and State law and applicable Data Exchange Framework Policies and Procedures and DHCS guidance. (W&I §§ 14197.71(d)(1), 14184.102(j).)

8. SPECIAL TERMS AND CONDITIONS.

A. Audit and Record Retention. Contractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support 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. The forgoing constitutes “records” for the purpose of this provision.

B. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of State Performance Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5

Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 16. Dispute Resolution Process; 17. Subrecipient Compliance; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 24 Progress Reports or Meetings; 25 Performance Evaluation; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 28. Use of Disabled Veteran's Business Enterprises (DVBE); 29. Use of Small, Minority Owned and Women's Businesses; 30. Use of Small Business Subcontractors; 31. Alien Ineligibility Certification; 32. Union Organizing; 33. Contract Uniformity (Fringe Benefit Allowability); 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

9. GENERAL TERMS AND CONDITIONS (GTC 02/0205).

- A.** Contractor shall adhere to the General terms and conditions herein referenced and includes: 1 Approval; 2 Amendments; 3 Assignment; 4 Audit; 5 Indemnification; 6 Disputes; 7 Termination for Cause; 8 Independent Contractor; 9 Recycling Certification; 10 Non-discrimination; 11 Certification Clauses; 12 Timeliness; 13 Compensation; 14 Governing Law; 15 Antitrust Claims; 16 Child Support Compliance Act; 17 Unenforceable Provision; 18 Priority Hiring; 19 Small Business Participation and DVBE Participation Reporting Requirements; 20 Loss Leader; and 21 Generative AI Disclosure Obligations.
- B. Termination for Convenience.** This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. Note: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.
1. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving 30 calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
 2. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.
 3. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

LXXIX. Add Exhibit H General Provision Proposition 47 Justice & Healing Collaborative (JHC) Cohort 5 to the Agreement as follows:

EXHIBIT H
GENERAL PROVISIONS:
PROPOSITION 47 GRANT PROGRAM
JUSTICE & HEALING COLLABORATIVE (JHC) COHORT 5

1. **PERFORMANCE.** This Agreement shall be governed by and construed in accordance with all laws and regulations and policies and procedures governing Proposition 47 Grant Program Justice & Healing Collaborative (JHC), Cohort 5 funding, and all contractual obligations of County under the Proposition 47 Grant Program JHC Agreement between County and the California Board of State and Community Corrections (BSCC) (Agreement No. BSCC 1416-25) (hereafter, Proposition 47 JHC Grant Agreement).
 - A. The Proposition 47 JHC Grant Agreement, available at [County of Santa Barbara - File #: 25-00373](#), and the BSCC Grant Administration Guide are incorporated by reference into this Agreement; Contractor shall adhere to the requirements set forth therein.
 - B. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in accordance with County's obligations under the Proposition 47 JHC Grant Agreement.
 - C. Contractor agrees to comply with any changes to these laws and regulations and any amendments to the Proposition 47 JHC Grant Agreement that occur during the Term of this Agreement. These obligations shall apply without the need for an amendment of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Proposition 47 JHC Grant Agreement, however, the amendment shall be retroactive to the effective date of such change in law or the Proposition 47 JHC Grant Agreement.
 - D. To the extent there is a conflict between a provision in this Agreement and any applicable law or regulation or a provision in the Proposition 47 JHC Grant Agreement, Contractor shall comply with the law, regulation, or provision in the Proposition 47 JHC Grant Agreement, and the conflicting provision of this Agreement shall no longer be in effect.
2. **PROJECT RECORDS.** Contractor shall:
 - A. Establish an official file for the Proposition 47 Cohort 5 project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Agreement, approved program/budget modifications, financial records, and required reports;
 - B. Establish separate accounting records and maintain documents and other sufficient evidence to properly reflect the amount, receipt, and disposition of all project funds and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports;
 - C. Include in its personnel and payroll records the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants;
 - D. Maintain documentation of donated goods and/or services including the basis for valuation;
 - E. Protect records adequately from fire or other damage. When records are stored away from the Contractor's principal office, a written index of the location of records stored must be on hand and ready access must be assured; and

F. All Contractor records relevant to the project must be preserved a minimum of three years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the County or BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

3. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.** Executive Order N-6-22 directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
4. **AUDIT.** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896.)
5. **NON-DISCRIMINATION CLAUSE.** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

6. **CHILD SUPPORT COMPLIANCE ACT.** For any Agreement in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code 7110, that:
 - A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
7. **NOTICE OF PROBLEMS OR CHANGES.** Contractor shall immediately advise County of any significant problems or changes that arise during performance under this Agreement.
8. **ELIGIBILITY REQUIREMENTS.** Contractor shall comply with the eligibility stated in the Proposition 47 Cohort 5 Request for Proposals and described in Appendix B of the Proposition 47 JHC Grant Agreement.
9. **INSURANCE REQUIREMENTS.** Contractor certifies to County that it has obtained insurance and fidelity bonds as is customary and appropriate.
10. **PROJECT ACCESS.** Contractor shall ensure that County, the BSCC, or any authorized representative will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by Contractor for a period of three years following the end of the grant period.
 - A. **Books and Records.** Contractor shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the Contractor’s work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years after the acceptance of the final grant project audit under the Proposition 47 JHC Grant Agreement and shall be subject to examination and/or audit by County, the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
 - B. **Access to Books and Records.** Contractor shall make such books, records, supporting documentations, and other evidence available to County, the BSCC or designee, the State Controller’s Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three years after acceptance of the final grant project audit. Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.
11. **ACCOUNTING AND AUDIT REQUIREMENTS.**
 - A. Contractor agrees that accounting procedures for grant funds received pursuant to the Proposition 47 JHC Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation

shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. The County reserves the right to call for a program or financial audit at any time between the execution of this Agreement and three years following the end of the grant period. At any time, County may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Agreement and the Proposition 47 JHC Grant Agreement or take other remedies legally available.

12. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT. As a condition of receiving funds under this Agreement, Contractor certifies to County that it:

- A.** Is not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds;
- B.** Has not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the past three years; and
- C.** Will notify County should such debarment or conviction occur under this Agreement; and hold any subgrantees and subcontractors to these same requirements.

13. UNION ACTIVITIES. For all agreements, except fixed price contracts of \$50,000 or less, Contractor acknowledges the applicability of Government Code section 16645 through 16649 to this Agreement and agrees to the following:

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

14. NONGOVERNMENTAL ORGANIZATION CERTIFICATIONS. As a condition of receiving funds under this Agreement, Contractor certifies to County that it currently meets and will continually meet the following requirements:

- A.** Has been duly organized, in existence, and in good standing for at least six months prior to the start date of the Proposition 47 JHC Grant Agreement;
- B.** Is registered with the California Secretary of State's Office if applicable;
- C.** Has a valid Employer Identification Number (EIN) and/or Taxpayer ID (if sole proprietorship);
- D.** Has a valid business license if applicable; and
- E.** Has any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the California Department of Health Care Services) if applicable.

LXXX. Add Exhibit I General Provisions Department of Pre-Trial Felony Health Diversion Program Services to the Agreement as follows:

**EXHIBIT I
GENERAL PROVISIONS
DEPARTMENT OF STATE HOSPITALS (DSH)
PRE-TRIAL FELONY MENTAL HEALTH DIVERSION PROGRAM SERVICES**

1. **PERFORMANCE.** Contractor agrees to provide services for a Diversion Program as defined herein pursuant to the terms and conditions of Department of State Hospital DSH-24-79016-000 Agreement. The Department of State Hospitals is hereafter referred to as “DSH”.
 - A. Contractor shall be responsible for providing and/or arranging a full range of services and supports including but not limited to medical care, transportation, and patients-rights services.
2. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.** Executive Order N-6-22 directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
3. **GENERAL TERMS AND CONDITIONS (GTC 04/2017).**
 - A. Contractor shall adhere to the General terms and conditions herein referenced and includes: 1 Approval; 2 Amendments; 3 Assignment; 4 Audit; 5 Indemnification; 6 Disputes; 7 Termination for Cause; 8 Independent Contractor; 9 Recycling; 10 Certification Clause; 11 Timeliness; 12 Compensation; 13 Governing Law; 14 Antitrust Claims; 15 Child Support Compliance Act; 16 Unenforceable Provision; 17 Priority Hiring; 18 Small Business Participation and DVBE Participation Reporting Requirements; and 19 Loss Leader.
4. **GENERATIVE ARTIFICIAL INTELLIGENCE TECHNOLOGY USES AND REPORTING.**
 - A. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
 - B. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
 - C. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
 - D. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI

technology use and/or submit the [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet.pdf](#) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.

- E. Contractor shall include subsection C (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

5. CONTRACTOR CERTIFICATION CLAUSE.

A. Nondiscrimination and Compliance.

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this 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. Contractor shall ensure 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 California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 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 California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during 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 CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)
2. Contractor shall include subsection A (Nondiscrimination and Compliance of this Section in all subcontracts to perform work under the Agreement.

B. Drug-Free Workplace Requirements. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,

- iv. penalties that may be imposed upon employees for drug abuse violations.
- 3. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
- 4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)
- C. **Domestic Partners.** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
- D. **Gender Identity.** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

6. DOING BUSINESS WITH THE STATE OF CALIFORNIA.

- A. **Conflict Of Interest.** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - 1. Current State Employees (Pub. Contract Code §10410):
 - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - 2. Former State Employees (Pub. Contract Code §10411):
 - i. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - ii. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
 - 3. If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)
 - 4. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for

preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

- B. Americans With Disabilities Act.** Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.
- C. Air Or Water Pollution Violation.** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

LXXXI. Effectiveness. The terms and provisions set forth in this Third Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, First Amended Agreement, and Second Amended Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First, Second, and Third Amended Agreements, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

LXXXII. Execution of Counterparts. This Third Amended 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.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Third Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Good Samaritan Shelter**.

IN WITNESS WHEREOF, the parties have executed the Third Amended Agreement to commence on date executed by the County.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

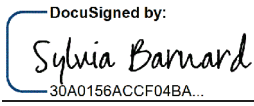
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

GOOD SAMARITAN SHELTER

By:  _____
Authorized Representative

Name: Sylvia Barnard

Title: Executive Director

Date: 6/10/2026

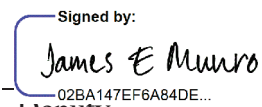
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

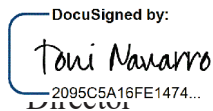
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:  _____

APPROVED AS TO FORM:

MARISA KAHN, RISK MANAGER
RISK MANAGEMENT

By:  _____
Risk Manager