



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

June 25, 2024

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 24-00661

RE: Consider recommendations regarding Casa Pacifica Centers for Children and Families contract renewal for Fiscal Years (FYs) 2024-2026, as follows:

- a) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Casa Pacifica Centers for Children and Families (not a local vendor) for the provision of mental health services for a total maximum contract amount not to exceed \$9,238,690.00, inclusive of \$4,619,345.00 per FY, for the period of July 1, 2024, through June 30, 2026;
- b) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt the services under the Agreement for convenience per Section 20 of the Agreement; make immaterial changes to the Agreement per Section 26; authorize additional services per Exhibits A-2 through A-6; amend program staffing requirements per Exhibits A-2 through A-6; reallocate the subsidy per Exhibit B of the Agreement, reallocate funds between funding sources, revise or waive the County Maximum Allowable rate, and reallocate between the contract allocations in the Exhibit B-1 Mental Health Services (MHS) to increase or decrease the incentive payment with discretion per the Exhibit Bs; incorporate new codes and make fee-for-service rate changes to Exhibit B-3 MHS issued by the California Department of Health Care Services and may make rate changes to Exhibit B-3; and amend the program goals, outcomes, and measures per the Exhibit Es, all without altering the maximum contract amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and
- c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines.



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

June 25, 2024

A motion was made by Supervisor Williams, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) Approved and authorized; Chair to execute;
- b) Delegated; and
- c) Approved.

The motion carried by the following vote:

Ayes: 4 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, and Supervisor Nelson
Absent: 1 - Supervisor Lavagnino



BOARD OF SUPERVISORS AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: June 25, 2024
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director
Behavioral Wellness (805) 681-5220
Contact Info: John Winkler, LMFT, Division Chief of Clinical Operations
Katie Cohen, Psy.D., LMFT, Branch Chief of Clinical Outpatient Operations
(805) 681-5220

DS
AN

SUBJECT: Casa Pacifica Centers for Children and Families FY 2024-26 Contract Renewal

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Casa Pacifica Centers for Children and Families** (not a local vendor) for the provision of mental health services for a total maximum contract amount not to exceed **\$9,238,690**, inclusive of \$4,619,345 per fiscal year, for the period of July 1, 2024, through June 30, 2026;
- b) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt the services under the Agreement for convenience per Section 20 of the Agreement; make immaterial changes to the Agreement per Section 26; authorize additional services per Exhibits A-2 through A-6; amend program staffing requirements per Exhibits A-2 through A-6; reallocate the subsidy per Exhibit B of the Agreement, reallocate funds between funding sources, revise or waive the County Maximum Allowable rate, and reallocate between the contract allocations in the Exhibit B-1 MHS to increase or decrease the incentive payment with discretion per the Exhibit Bs; incorporate new codes and make fee-for-service rate changes to Exhibit B-3 MHS issued by the California Department of Health Care Services and may make rate changes to Exhibit B-3; and amend the program goals, outcomes, and measures per the Exhibit Es, all without altering the maximum contract amount and without requiring the Board's approval of

an amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

- c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

This item is on the agenda to renew Casa Pacifica Centers for Children and Families (Casa Pacifica) fiscal year (FY) 24-26 Agreement for mental health services for a maximum contract amount of \$9,238,690, inclusive of \$4,619,345 per fiscal year, for the period of July 1, 2024, through June 30, 2026. Casa Pacifica provides mandated mental health services to Medi-Cal-eligible children under the age of 21 with Serious Emotional Disturbances (SED) countywide, inclusive of crisis services, therapy, rehabilitation, residential treatment, shelter beds, and ancillary services.

Background:

The Santa Barbara County Department of Behavioral Wellness (BWell) provides a continuum of mental health services to Santa Barbara County residents, in part, through contracted providers including community-based organizations (CBOs). CBOs provide various specialty mental health services to adults with Serious Mental Illness (SMI) and children and youth with SED.

Casa Pacifica provides mandated mental health services to Medi-Cal-eligible children with SED countywide, such as therapy, rehabilitation, residential treatment, shelter beds, and ancillary services. They provide intensive individual services through Therapeutic Behavioral Services (TBS), Wraparound services to keep children in their homes (Wraparound), and group home placement in their Short-Term Residential Therapeutic Program (STRTP). Approval of the recommended actions will allow BWell to continue to deliver mandated services to children and youth with SED.

Performance Measures: Casa Pacifica's Agreement will provide performance reports on the following performance measures for TBS, Wrap-Around, and STRTP:

Casa Pacifica Mental Health Services				
Program Goals	Outcomes	STRTP	TBS	Wrap-around
Census Information	Unique Clients Served	#	#	#
	Unique Clients Discharged	#	#	#
1. Reduce mental health and substance abuse symptoms	A. Incarcerations/Juvenile Hall	≤10	≤5	≤5
	B. Follow up after discharge from jail/juvenile hall within 7 days	≥95	≥95	≥95

resulting in reduced utilization of involuntary care.	C. Crisis Services	≤10	≤10	≤10
	D. Psychiatric inpatient admissions	≤10	≤5	≤5
	E. Follow up after discharge from inpatient hospital within 7 days	≥95	≥95	≥95
2. Assist clients in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community	A. Stable/permanent housing	≥95	≥95	≥95
	B. Engaged in purposeful activity (educational, vocational, volunteer)	≥95	≥95	≥95
	C. Of those who discharged (#dc = denominator), % who transitioned to a higher level of care	≤15	≤15	≤15
	D. Of those who discharged (#dc = denominator), % who transitioned to a lower level of care (or graduated / discharged because care no longer needed or medical necessity not met)	≥85	≥85	≥85
3. Provide mental health and/or substance use services for children and their families in order to prevent out-of-home and out-of-county placements	A. New out-of-primary home placements (county & out-of-county)	N/A	≤5	≤5
	B. Child and Adolescent Needs and Strengths (CANS) (% completed)	≥95	N/A	≥95
	C. CANS Improvement in 3+ Domains (report % positive change by domain)	≥10 (In 3 of 6)	N/A	≥10 (In 3 of 6)
	D. Pediatric Symptom Checklist PSC (% completed)	≥95	N/A	≥95

Performance Outcomes:

The following data is from the first three quarters of FY 23/24

SAFTY served an average of 46 clients and discharged an average of 33.

TBS served an average of 75 clients and discharged an average of 28.

Wrap-Around served an average of 32 clients and discharged an average of 9.

STRTP served 2 clients and discharged 1.

1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems.

The programs met or are on target to meet all of these goals with the exception of Wrap-Around. The program states their clients have higher acuity than they have in the past which they attribute to more clients on probation and the fentanyl crisis.

- **Incarcerations/Juvenile Hall:**

TBS: goal is less than 5%. Outcome: 0%

Wrap-Around: goal is less than 5%. Outcome: 16%

STRTP: goal is less than 10%. Outcome: 0%

SAFTY: goals is less than 5%. Outcome: 0%

- Psychiatric inpatient admissions:

TBS: goal is less than 5%. Outcome: 7%

Wrap-Around: goal is less than 5%. Outcome: 6%

STRTP: goal is less than 10%. Outcome: 0%

SAFTY: goal is less than 5%. Outcome: 1%

2. Assist clients in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community.

The TBS program met all goals. STRTP had a very small sample size (2 discharges total) which skewed their data. Wrap-Around did well with stable housing and engagement but is not meeting the goals for discharge. This is attributed to the higher acuity clients being referred.

- Stable/permanent housing:

TBS: goal is $\geq 95\%$. Outcome: 100%

Wrap-Around: goal is $\geq 95\%$. Outcome: 100%

STRTP: goal is $\geq 95\%$. Outcome: 50%

SAFTY: goal is $\geq 95\%$. Outcome: 100%

- Engaged in purposeful activity (educational, vocational, volunteer):

TBS: goal is $\geq 95\%$. Outcome: 98%

Wrap-Around: goal is $\geq 95\%$. Outcome: 99%

STRTP: goal is $\geq 95\%$. Outcome: 50%

SAFTY: goal is $\geq 95\%$. Outcome: 100%

- Of those who discharged, % who transitioned to a higher level of care:

TBS: goal is $< 15\%$. Outcome: 3%

Wrap-Around: goal is $< 15\%$. Outcome: 37%

STRTP: goal is $< 15\%$. Outcome: 100%

SAFTY: goal is $< 15\%$. Outcome: 4%

- Of those who discharged, % who transitioned to a lower level of care (or graduated / discharged because care no longer needed or medical necessity not met):

TBS: goal is $\geq 85\%$. Outcome: 97%

Wrap-Around: goal is $\geq 85\%$. Outcome: 63%

STRTP: goal is $\geq 85\%$. Outcome: 0%

SAFTY: goal is $\geq 85\%$. Outcome: 96%

3. Provide mental health (and/or substance abuse) services for children and their families in order to prevent out-of-home and out-of-county placements.

Both programs have low rates of out of out of home placements. Wrap-Around struggled in Q1 and Q2 with completing the CANS and PCS due to the electronic health record (EHR) changeover, but has been catching up in Q3.

- New out-of-primary home placements (county & out-of-county):

Wrap-Around: goal is $< 5\%$. Outcome: 2%

TBS: goal is $< 5\%$. Outcome: 3%

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SAFTY: goal is $\leq$ 5%. Outcome: 0%

- CANS (% completed):

Wrap-Around: goal is 100%. Outcome: 56%

STRTP: goal is 100%. Outcome: 100%

- CANS Improvement in 3+ Domains (report % positive change by domain): $\geq$ 10% in 3 of 6. Data not available due to EHR changeover.

- PSC (% completed):

Wrap-Around: goal is 100%. Outcome: 56%

STRTP: goal is 100%. Outcome: 100%

FURS Outcomes

FURS received an average of 5 calls/quarter. The program is on target to meet all outcomes for FY 23/24.

Responded to calls timely: goal 95%. Outcome: 100%

Calls successfully de-escalated: goal 90%. Outcome: 94%

Foster Youth Maintained Community Placement: goal 90%. Outcome: 83%

Participants Expressed Satisfaction: goal is 90%. Outcome: 100%

Fiscal and Facilities Impacts:

Budgeted: YES

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>TOTAL</u>
General Fund			
State	\$ 591,484	\$ 591,484	\$ 1,182,968
Federal			
Department of Social Services	\$ 42,600	\$ 42,600	\$ 85,200
Other: Medi-Cal Patient Revenue	\$ 3,985,261	\$ 3,985,261	\$ 7,970,522
Total	\$ 4,619,345	\$ 4,619,345	\$ 9,238,690

Narrative:

The above-referenced Agreement is funded with a combination of State and federal funds. With the transition to CalAIM Payment Reform, the fee-for-service portion of the contract will be funded with Medi-Cal Patient Revenue which primarily consists of federal funds. The amount of federal funds is contingent on the client's aid code and the State issued rate for the service. The Non-Medi-Cal portion of the contract is funded by both Mental Health Service Act (MHSA) and Realignment funding. Funding associated with this contract was included in the FY 24-25 Recommended Budget and will also be included in future budgets presented to the Board.

Key Contract Risks:

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As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. The agreement includes language requiring the contractor to repay any amounts disallowed in audit findings, minimizing financial risks to the County.

Special Instructions:

Please email one (1) complete, executed contract and one (1) Minute Order to M. Simon-Gersuk at msimongersuk@sbcbswell.org and to BWell Contracts at bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: Casa Pacifica FY 24-26 Board Contract

Authored by:

M. Simon-Gersuk

Board Contract # BC 24010

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

**CASA PACIFICA CENTERS FOR
CHILDREN AND FAMILIES**

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS

AND CONDITIONS

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and Casa Pacifica Centers for Children and Families with an address at 1722 S. Lewis Road, Camarillo, CA 93012 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Shawna Morris at phone number 805-366-4000 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

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

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

To Contractor: Shawna Morris, CEO
 Casa Pacifica Center for Children and Families
 1722 S. Lewis Road
 Camarillo, CA 93012
 Fax: 805-987-7237

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

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBITS A(s) and E(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on 07/01/2024 and end performance upon completion, but no later than 06/30/2026 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

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

9. TAXES.

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

10. CONFLICT OF INTEREST.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- 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. County shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 Code of Federal Regulations (C.F.R.), Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996

(HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within Privacy limitations, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

- 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.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

- A.** Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit").
- B.** Any such Audit shall occur at the Contractor's place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.
- C.** This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Section 14.C (Records, Audit, and Review).
- E.** If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Section 14.C (Records, Audit, and Review).
- F.** Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to

Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Section 14.C (Records, Audit, and Review).

- G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I. Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

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

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

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

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding.
 - i. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and

Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

- 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

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

20. SUSPENSION FOR CONVENIENCE.

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

21. SECTION HEADINGS.

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

22. SEVERABILITY.

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

23. REMEDIES NOT EXCLUSIVE.

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

24. TIME IS OF THE ESSENCE.

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

25. NO WAIVER OF DEFAULT.

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

26. ENTIRE AGREEMENT AND AMENDMENT.

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

27. SUCCESSORS AND ASSIGNS.

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

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; 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.

29. CALIFORNIA LAW AND JURISDICTION.

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

30. EXECUTION OF COUNTERPARTS.

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

31. AUTHORITY.

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

32. SURVIVAL.

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

33. PRECEDENCE.

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

34. COMPLIANCE WITH PRIVACY AND DATA SECURITY AUTHORITIES.

Contractor shall, at its sole cost and expense, comply with all applicable healthcare privacy and data security authorities including, but not limited to, those authorities specified in EXHIBIT A-1 General Provisions: MHS, Section 8.A 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.

35. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

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

The Contractor shall comply with the requirements of 2 C.F.R. Part 200 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this Agreement.

37. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship with the following:
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in 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 this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any Federal health care program (as defined in Section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. The Contractor shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 37 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:

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

B. Written Disclosures.

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

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

- b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. Crimes.

- i. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.339, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
 - ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:
 - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
 - iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.
- C. Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement, which are incorporated herein by this reference.
- 1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Remedies.

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

38. PROCUREMENT OF RECOVERED MATERIALS.

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

procurement program for procurement of recovered materials identified in the EPA guidelines.

39. DOMESTIC PREFERENCES FOR PROCUREMENTS.

A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

A. Contractors are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. 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).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the 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.
- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. See Public Law 115-232, section 889 for additional information.
- D. See also § 200.471.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Casa Pacifica Centers for Children and Families.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2024

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: 6-25-24

ATTEST:

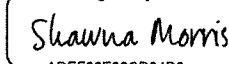
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 6-25-24

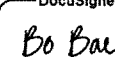
CONTRACTOR:

Casa Pacifica Centers for Children and Families

By: 
ADEF68E32CD84D8...
Authorized Representative
Name: Shawna Morris
Title: Chief Executive Officer
Date: 6/13/2024

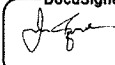
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
48A232DEFCD3468...
Deputy County Counsel

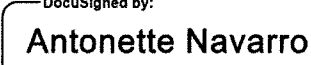
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
6BAAEA15901943F...
Deputy

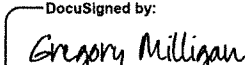
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
05F355F00269406...
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – MHS STATEMENT OF WORK

EXHIBIT A-1	General Provisions: MHS
EXHIBIT A-2	Suicide Prevention Services
EXHIBIT A-3	Short-Term Residential Therapeutic Program (STRTP)
EXHIBIT A-4	In-Home Therapeutic Program
EXHIBIT A-5	Reserved
EXHIBIT A-6	SB 163/Wraparound
EXHIBIT A-7	Safe Alternatives For Treating Youth (SAFTY)
EXHIBIT A-8	Family Urgent Response System (FURS)

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B	General Financial Provisions: MHS
EXHIBIT B-1	Schedule of Rates and Contract Maximum: MHS
EXHIBIT B-2	Contractor Budget
EXHIBIT B-3	Entity Rates and Codes by Services Types

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT E – PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT A-1
GENERAL PROVISIONS
MENTAL HEALTH SERVICES
(MHS)
STATEMENT OF WORK

EXHIBIT A-1- MHS
GENERAL PROVISIONS

The following provisions shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-8, as though separately set forth in the scope of work specific to each Program.

1. PERFORMANCE.

A. In the performance of this Agreement, Contractor shall adhere to all applicable County, State, and Federal laws including, but not limited to, the statutes and regulations set forth below and the applicable sections of the State Medicaid plan and waiver, all of which are incorporated by this reference. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of this Agreement and any new applicable statutes or regulations without the need for an amendment(s) to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect. Contractor's performance shall be governed by, and construed in accordance with, the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 22-20133) between the County and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 6(B) of Exhibit E of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 19.D (State Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract No. 22-20133), which is incorporated by this reference;
2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at <https://www.countyofsb.org/274/Behavioral-Wellness>;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230, subd. (c)(2));
5. All applicable laws, regulations, and guidelines of the Mental Health Services Act (MHSA);
6. California Code of Regulations Title 9, Division 1; and

7. 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

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

2. STAFF.

A. Contractor staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.countyofsb.org/904/Policies-Procedures>.

B. Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services ("CMS") Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.

C. All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

D. 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.

E. 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.

F. 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.

- G. 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.
- H. 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.
- I. **Staffing guidelines for Medicare – Medi-Cal (Medi-Medi) clients.**
 - 1. Only practitioners and psychologists who are fully licensed are eligible to enroll in Medicare. The following staff are not eligible, but once licensed will become eligible, and therefore will need to immediately enroll in Medicare:
 - a. Registered Psychological Associate (RPA) AKA Post Doc Intern Psychologist.
 - b. Associate Marriage and Family Therapist (AMFT).
 - c. Associate Clinical Social Worker (ASW).
 - d. Associate Professional Clinical Counselor (APC).
 - 2. Any time that a non-eligible provider renders services to a Medi-Medi client, their services will not bill to Medicare, and will only bill to Medi-Cal. Other staff classifications not eligible to bill or enroll in Medicare, include Registered Nurse (RN), Licensed Vocational Nurse (LVN), and Licensed Psychiatric Technician (LPT).

3. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, supervision agreements, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.

- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness' Policy and Procedure #4.005 – Site Certification for Specialty Mental Health Services*.
- 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.

4. REPORTS.

- A. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
 - 1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
 - 2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;
 - 3. The number of active cases and number of clients admitted/ discharged;
 - 4. The Measures described in Exhibit E, Program Goals, Outcomes, and Measures, as applicable, or as otherwise agreed by Contractor and County. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs; and
 - 5. Any other program specific reporting requirement, if any, as described in the individual programmatic Statement of Work Exhibits.
- B. **Annual Mandatory Training Report.** Contractor shall submit, no later than June 15th of each year unless requested earlier by County, to the County Training Coordinator evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements.
- C. **Additional Reports.**
 - 1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this

Agreement, upon County's request, Contractor shall make additional reports or provide other documentation as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

2. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff 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.

5. **BACKGROUND CHECKS.**

A. Consent to Criminal Background Check, Fingerprinting (42 C.F.R. § 455.450, Welf. & Inst. Code § 14043.38). Contractor consents to criminal background checks, including fingerprinting when required to do so by federal or state law. Within 30 days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in Contractor, shall submit a set of fingerprints in a form and manner determined by CMS or DHCS.

B. Mandatory Termination. As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 C.F.R. § 455.416); or
2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 C.F.R. § 455.416, 42 C.F.R. § 455.106).

6. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

7. **SITE STANDARDS.**

A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (Additional Program Requirements), and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure #4.005- Site Certification for Specialty Mental Health Services*.

B. For programs located at Contractor's sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety,

safety of medication storage and dispensing medication, and protection of client records, as required by this Agreement.

8. CONFIDENTIALITY.

- A.** Contractor agrees to require its employees, agents, or subcontractors 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; Exhibit D(F), Section 14 (Confidentiality of Information) of the MHP (Contract No. 22-20133); and Section 34 (Compliance with Privacy Laws and Data Securities Authorities) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B.** 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.
- C.** Contractor shall comply with Exhibit F to the MHP (Contract No. 22-20133) 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 MHP from County to perform functions, services, or activities specified in this Agreement.
- D.** 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.
- E.** 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 MHP 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.

9. CLIENT AND FAMILY MEMBER EMPOWERMENT.

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. 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).
- C. Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures #4.020 Beneficiary Problem Resolution Process*, available at www.countyofsb.org/behavioral-wellness, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
- D. Contractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*.
- E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary 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 MHP (Contract No. 22-20133).

10. CULTURAL COMPETENCE.

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 - 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- 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%.

- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of clients and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- 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.
- 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.

11. 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 VI.H (Overpayments) of this Agreement.

12. NOTIFICATION REQUIREMENTS.

- A. Contractor shall maintain and share, as appropriate, a beneficiary 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 beneficiary'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).)

- B. 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*.
- C. 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.
- D. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client'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.
- E. Contractor may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@sbcbswell.org for any contractual concerns or issues.
- F. "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).

13. MONITORING.

- A. Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (Additional Program Requirements) and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will

furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.

- B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.
- C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP (Contract No. 22-20133) or this Agreement are identified by County.
- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the MHP 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.
- E. 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. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

14. **NONDISCRIMINATION.**

A. **State Nondiscrimination Provisions.**

- 1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of any ground protected under state law including race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
- 2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code

of Federal Regulations, sections 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

3. **No Discrimination against Handicapped Persons.** The 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 program or activity, and shall comply with the implementing regulations Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** 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 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.)

B. Federal Nondiscrimination Provisions.

1. The Contractor will not discriminate against any employee or applicant for employment on the basis of any ground protected under federal law including race, color, religion, sex, national origin, physical or mental handicap or disability, age or status as a disabled veteran or veteran of the

Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 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. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order

11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor shall include the provisions of Sections 14(B)(1) through 14(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.
- C. **Subcontracts.** The Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 14 and 19, respectively) in all subcontracts to perform work under this Agreement.

15. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.
- B. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings.

16. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:
 - 1. HIPAA Privacy and Security;
 - 2. Consumer and Family Culture;
 - 3. Behavioral Wellness Code of Conduct;
 - 4. Cultural Competency;
 - 5. County Electronic Health Record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed); and
 - 6. MHSA Overview Training (only at hire, not annually).
- B. Training Requirements for Contractor staff who provide direct services/document in County Electronic Health Record (EHR), including SmartCare. The following trainings must be completed at hire and annually thereafter:
 - 1. Documentation Training;
 - 2. Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths (ANSA) assessment training and certification exam:
 - a. Contractors who provide services to clients ages zero through 20 years old shall complete the CANS certification training and exam.
 - b. Contractors who provide services to clients ages 21 years old and older shall complete the ANSA.
 - c. Contractors providing services to clients of both age groups may select either of these assessment tool trainings and need not compete both; and
 - 3. Any additional applicable trainings in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.countyofsb.org/904/Policies-Procedures>.
- C. Annual training and certification of clinicians is required for use of the CANS

or ANSA. In order to be certified in the CANS or ANSA clinicians must demonstrate reliability on a case vignette of .70 or greater.

17. ADDITIONAL PROGRAM REQUIREMENTS.

- A. **Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Informing Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)
- B. **Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(d)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- C. **Maintain 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 beneficiaries;
 - 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.

- D. Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
- E. Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
- F. 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.
- G. 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.*
- H. 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.
- I. Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Informing Materials.*
- J. Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
- K. 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.*
- L. Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
- M. Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*
- N. 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.

- O. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*
- P. **Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- Q. **Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, 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.
- R. **Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client 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 client within the 10 business day standard.
- S. **Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor pursuant to this Agreement.
- T. **Client 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 client 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>.

18. SIGNATURE PAD.

- A. County shall purchase one signature pad for the duration of the term of this Agreement for each physical address identified for Contractor in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR), SmartCare. Contractor shall use the electronic versions of the Client Assessment, Client Plan, and Medication Consent Form to ensure a complete client medical record exists within SmartCare. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.

- B. In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new SmartCare compatible signature pad as a replacement from the County inventory at the current cost of replacement. The expected life of a signature pad is a minimum of three years.

19. STATE CONTRACT COMPLIANCE.

- A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B. To the extent there is a conflict between federal or state law or regulation and a provision in the MHP (Contract No. 22-20133) or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, Exhibit E, Section 6(B).
- C. 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 in accordance with any applicable statute.
- D. The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: 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; 20 Debarment and Suspension Certification; 21 Smoke-Free Workplace Certification; 25 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 32 Suspension or Stop Work Notification; 33 Public Communications; and 34 Compliance with Statutes and Regulations; and 35 Lobbying Restrictions and Disclosure Certification.
- E. The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions section regarding Termination.

EXHIBIT A-2**STATEMENT OF WORK: MHS****CASA PACIFICA: SUICIDE PREVENTION SERVICES**

- 1. PROGRAM SUMMARY** This is a MHSA Prevention and Early Intervention (PEI) funded program. This is a prevention program intended to address suicide prevention, increase protective factors, and decrease risk factors for junior high and high school students throughout Santa Barbara County. This program is intended to supplement the work of Casa Pacifica's Safe Alternatives for Treating Youth (SAFTY) Program by providing suicide prevention trainings to students across the county, and suicide risk assessment trainings to school staff and others who work with youth county-wide. Additionally, this program will provide outreach activities and information on mental health resources at schools and at school-related public events. This program will have a full time Bilingual outreach coordinator to provide outreach and information to the community and lead Suicide Prevention trainings for students. The program will also use Casa Pacifica staff trained in Clinical Suicide Risk Assessment and Commercial Sexual Exploitation of Children (CSEC) to lead the Clinical Suicide Risk Assessment and CSEC trainings for school staff and others who work with youth.
- 2. PROGRAM GOALS.** Contractor shall:
 - A. Increase number of students that receive suicide prevention trainings.
 - B. Increase number of school staff and others who work with youth that receive Suicide Risk Assessment Training.
 - C. Increase awareness of suicide prevention and behavioral health resources available in the community for students and parents.
- 3. SERVICES.** Contractor shall:
 - A. Provide a minimum of six (6) prevention activities/workshops on school campuses intended to provide behavioral health education to increase students' and families' knowledge of how and when to access behavioral health services at a minimum of six (6) community events;
 - B. Disseminate information at up to eighteen (18) tabling events to students and families at school-related events such as Parent Nights, Health Fairs, etc. about how to access behavioral health services;
 - C. Provide at least ten (10) Suicide Prevention Trainings to junior high and high school students. The trainings will be provided in classrooms on mental health and suicide awareness and prevention;
 - D. Lead at least four (4) community presentations for students and families on behavioral health resources and recognizing early signs of mental illness at school-

based events such as the Out of the Darkness Suicide Prevention walk and the Family Engagement Fairs; and

- E. Provide up to twenty (20) Suicide Risk Assessment Training and/or Commercial Sexual Exploitation of Children Training: Provide up to 20 trainings on either Suicide Risk Assessment or Commercial Sexual Exploitation of Children to school staff and other professionals in the community such as medical personnel, law enforcement, social workers, etc. on how to identify and assess for risk in youth and know when to call a crisis line for immediate assessment and intervention.

- 4. **STAFFING.** Contractor shall adhere to the Program staffing requirements outlined below unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to these requirements do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.

- A. 1.0 Full Time Equivalent (FTE) Spanish/English Bilingual Outreach Coordinator: The Bilingual Outreach Coordinator will provide at least six (6) prevention workshops/activities per year; host at least eighteen (18) tabling events per year; provide at least ten (10) Suicide Prevention Trainings for students; and host at least four (4) presentations for students and families annually. The coordinator works closely with the Mental Health Student Services Act program, other county providers, and school districts to provide educational opportunities to increase awareness of youth mental health and wellness needs.

- B. Program staff that provide the Clinical Risk Assessment Training and Commercial Sexual Exploitation of Children trainings shall be licensed mental health professionals or waived/registered professionals, as defined in Title 9 CCR Sections 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 4999.12; or graduate student interns/trainees or interns/trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW) as specified below.

- 1. Licensed mental health professional under Title 9 CCR Section 1810.223 includes:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
- 2. Waivered/Registered Professional under Title 9 CCR section 1810.254 means an individual who:

- i. Has a waiver of psychologist licensure issued by DHCS; or
 - ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
3. Licensed Professional Clinical Counselor (LPCC) under Business and Professions Code section 4999.12 means a person licensed under chapter 16 of the Business and Professions Code to practice professional clinical counseling, as defined in Business and Professions Code section 4999.20.
 4. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
 5. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
 6. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

5. STAFF TRAINING.

- A. Contractor shall ensure that staff complete BWell 5150/5585 training bi-annually.

6. CLIENTS/PROGRAM CAPACITY.

- A. Contractor shall provide workshops/activities, tabling events, trainings, and presentations to Students, Parents, School Staff, and others who work with youth as defined in Section 4 (Services), subsection E.

7. STAFF TRAINING.

- A. Contractor shall ensure that staff complete BWell 5150/5585 training bi-annually.

8. CLIENTS/PROGRAM CAPACITY.

- A. Contractor shall provide workshops/activities, tabling events, trainings, and presentations to Students, Parents, School Staff, and others who work with youth as defined in Section 4 (Services), subsection E.

9. DOCUMENTATION REQUIREMENTS.

- A. Contractors receiving MHSA PEI funding shall track and report to County individual-level data by demographic category in accordance with the MHSA PEI Regulations, currently available at https://mhsoac.ca.gov/wp-content/uploads/PEI-Regulations_As_Of_July-2018.pdf. The specific data reporting requirements will be outlined in Exhibit E (Program Goals, Outcomes, and Measures).

10. PROGRAM OUTCOMES.

- i. Contractor shall provide six (6) prevention activities/workshops for students on school campuses.
- ii. Staff will disseminate information to students and families at school events on how and when to access behavioral health services at up to eighteen (18) Community Outreach events for students and families.
- iii. Staff will provide up to ten (10) Suicide Prevention trainings for students annually.
- iv. Staff will provide four (4) presentations for students and families on how to access behavioral health services and how to recognize early signs of mental illness at school events.
- v. Staff will provide up to 20 Clinical Risk Assessment and/or Commercial Sexual Exploitation of Children training for school staff and other professionals in the community such as medical personnel, law enforcement, social workers, etc.

EXHIBIT A-3
STATEMENT OF WORK: MHS
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)

1. **PROGRAM SUMMARY.** The Short Term Residential Therapeutic Program (STRTP) Mental Health Services Program (hereafter “the Program”) is designed to provide mental health services to children and youth, who are residents of Santa Barbara County or are presumptive transfer residents from other counties and have been temporarily placed in Contractor’s facility(ies) in Camarillo (hereafter “Santa Barbara County clients” or “presumptive transfer clients,” respectively, and “clients,” individually, or “clients” collectively). A Santa Barbara County client or a presumptive transfer client may be placed at Contractor’s facility by Santa Barbara County Child Welfare Services (CWS), Santa Barbara County Probation (Probation), Santa Barbara County Behavioral Wellness, or by the presumptive transfer client’s county-of-origin placing agency.

Contractor shall operate a STRTP, certified by the California Department of Social Services, Community Care and Licensing Division. This Program shall serve 53 clients ages 9 through 19. The facility(ies) shall be certified as an STRTP. The Program shall be located at:

A. 1722 South Lewis Road, Camarillo, CA

2. **PROGRAM GOALS.** The goal of the Program is to provide the appropriate level of mental health services support for children and youth who have been removed from their homes by a juvenile court.
3. **SERVICES.** Contractor shall develop, support, and empower clients and their family units by identifying existing strengths and areas of need, and teaching problem solving skills.

A. Contractor shall provide the following services to Program clients:

1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client’s mental, emotional, or behavioral health, as defined in Title 9 CCR Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client’s clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.

- i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client ages 6 up to 21. Contractor shall complete the Adult Needs & Strength Assessment (ANSA) for each client ages 21 years or older. The CANS or ANSA must be administered by trained clinical staff (County/Contractor) at:

- a. Intake;
- b. Every 6 months thereafter; and

- c. Discharge.
 - ii. The CANS must be shared with Santa Barbara County CWS and/or Probation with a Release of Information for open CWS and/or Probation clients.
 - iii. CANS or ANSA must be reported on the Contractor Quarterly Reports to include the percentage of completed CANS or ANSA with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:
 - a. Functioning;
 - b. School;
 - c. Behavioral/Emotional;
 - d. Strength Behavior;
 - e. Risk Behavior; and
 - f. Caregiver Needs and Strengths. (not applicable for ANSA)
 - iv. Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC-35) to be completed by parents/caregivers for children and youth ages 3 up to 18 at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
 - v. Contractor shall report on the Contractor Quarterly Report the percentage of parents/guardians completing the PSC-35, with an expectation that 100% of all parents will be asked to complete the PSC-35 at intake and every 6 months following the first administration, and at the end of treatment.
2. **Collateral.** Collateral means a service activity to a significant support person in a client's life for the purpose of meeting the needs of the client in terms of achieving the goals of the client plan, as defined in Title 9 CCR Section 1810.206. 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 client, 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 client may or may not be present for this service activity.
- 1. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's

spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

3. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the client or the client's significant support person and may be provided anywhere in the community.
4. **Intensive Care Coordination (ICC) per subsection A.2.iii.e of Section 6 (Referrals) below.** ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC services include assessing, service planning, and implementation; monitoring and adapting; and transition within the guidelines of the *Katie A.* Core Practice Model, available at <https://content.civicplus.com/api/assets/469e35b8-7820-486b-8419-c2d048e20b99?cache=1800>. ICC services are expanded to all Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) clients who qualify for IHBS/ICC.

ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a client, the client's family and involved child-serving systems. The CFT is comprised of — as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the client and family in attaining their goals. ICC also provides an ICC coordinator who:

- i. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, client-driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the client;
- ii. Facilitates a collaborative relationship among the client, the client's family and systems involved in providing services to the client;
- iii. Supports the parent/caregiver in meeting their child/youth's needs;
- iv. Helps establish the CFT and provides ongoing support; and

- v. Organizes and matches care across providers and child-serving systems to allow the client to be served in the client's community.
- 5. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness, as defined in Title 9 CCR Section 1810.225. Service activities may include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client.
- 6. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a client's progress.
- 7. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.
- 8. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 CCR Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.
- 9. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
- 10. **Additional Services.** Additional services may be provided if authorized by the Director of the Department of Behavioral Wellness or designee in writing. The authorization of additional services does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

4. OPERATIONS.

- A. **Service Intensity.** Services at the STRTP shall be provided in accordance with the client's individualized Client Service Plan and certification for referral into Contractor's residential treatment facility.
 - 1. For Santa Barbara County clients, the average length of treatment in the STRTP is not to exceed six (6) months; however, the decision to extend

treatment beyond 6-months may be approved by Santa Barbara County CWS or Probation in collaboration with the client's Child and Family Team (CFT) and Contractor.

2. For presumptive transfer clients, the average length of treatment in the STRTP is not to exceed six (6) months; however, the decision to extend treatment beyond 6-months may be approved by the presumptive transfer client's county-of-origin placing agency in collaboration with the Contractor and the presumptive transfer client's CFT.

B. Hours of Operation and Coverage. Staff shall be available to provide Program services 24 hours per day, 7 days per week, as needed.

5. **CLIENTS.** Contractor shall be reimbursed for Program services provided to Santa Barbara County clients between the ages of 9 to 19 years, who are Medi-Cal beneficiaries and determined to meet medical necessity for specialty mental health services as defined in 9 CCR 1830.210.

6. **REFERRALS.**

A. Short Term Residential Therapeutic Program for Santa Barbara County Client Placement.

1. Contractor shall accept clients referred by Santa Barbara County's placing agencies for services within the scope of Contractor's practice. Santa Barbara County's placing agencies include CWS and Probation. If Contractor believes a client is inappropriate for its service, or if space is not available in the Program, Contractor shall promptly notify the referring agency.

2. Initial Referral:

- i. Santa Barbara County placing agencies shall submit referral packets to Contractor with documentation required by Contractor for placement of Santa Barbara County clients.
- ii. Contractor shall notify the Santa Barbara County placing agency if placement has been accepted within five (5) business days.
- iii. Upon the Santa Barbara County client's admission into the Program and until a Client Treatment Plan is assigned, the Contractor is authorized to provide the following services during the first thirty (30) days of placement:
 - a. Assessment;
 - b. Plan Development;
 - c. Crisis Intervention;
 - d. Medication Support; and
 - e. Intensive Care Coordination.

3. A Qualified Individual (QI) must complete an independent assessment thirty (30) calendar days from the date of the QI referral from the placing agency

or from the date the client is placed into an STRTP, whichever comes first. The QI shall determine whether the client's needs can instead be met with family members, in a tribally approved home in the case of an Indian client, or in another family-based setting. The QI's determination also documents why an STRTP is the most appropriate level of care and recommends treatment services and interventions for the client. As implemented in Assembly Bill 153 under Welfare and Institutions Code section 4096, subdivision (g)(3)(B), the QI assessment must be completed using an age-appropriate, evidence-based, validated, functional assessment tool. California has chosen the Integrated Practice Child and Adolescent Needs and Strengths (CANS) tool as a component of the QI assessment.

4. Contractor shall submit clinical records and reauthorization requests of STRTP services to the QI ten (10) days prior to the reauthorization due date.

B. Short Term Residential Therapeutic Program for Presumptive Transfer Client Placement.

1. Contractor will coordinate with the presumptive transfer client's county-of-origin placing agency for authorization of the client's placement into Contractor's STRTP.
 2. Placement in the STRTP shall be authorized by Behavioral Wellness QCM.
 3. Presumptive transfer documentation from the county-of-origin shall be obtained by the Contractor and submitted to Behavioral Wellness QCM.
 4. A Qualified Individual (QI) must complete an independent assessment thirty (30) calendar days from the date of the QI referral from the placing agency or from the date the client is placed into an STRTP, whichever comes first. The QI shall determine whether the client's needs can instead be met with family members, in a tribally approved home in the case of an Indian client, or in another family-based setting. The QI's determination also documents why an STRTP is the most appropriate level of care and recommends treatment services and interventions for the client. As implemented in Assembly Bill 153 under Welfare and Institutions Code section 4096, subdivision (g)(3)(B), the QI assessment must be completed using an age-appropriate, evidence-based, validated, functional assessment tool. California has chosen the Integrated Practice Child and Adolescent Needs and Strengths (CANS) tool as a component of the QI assessment.
 5. Contractor shall submit clinical records and reauthorization requests of STRTP services to the QI ten (10) days prior to the reauthorization due date.
7. **DISCHARGE PLAN.** Within thirty (30) days of a client's anticipated discharge date, Contractor shall initiate contact with the Child Family Team (CFT). The CFT Team will establish a written discharge plan that is responsive to the client's needs and personal goals. Contractor shall provide transportation to the joint treatment sessions during the client's transition to another provider. Contractor shall follow Behavioral Wellness policy #8.303 Client Discharge and Continuity of Care for

Mental Health Services regarding discharges in conformity with the Behavioral Wellness Mental Health Plan, available at <https://www.countyofsb.org/904/Policies-Procedures>.

8. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:
- A. The client's treatment goals have been sufficiently met;
 - B. The determination that the client's treatment goals have not been met, as determined by the CFT Treatment Team and Program Staff. The client and family shall be provided with appropriate continuity of care and coordination of care through transition or referrals to more appropriate treatment;
 - C. The determination that significant progress has been made towards reaching the client's treatment goals, even if not all goals have been met, such that the client no longer requires the intensive level of services provided by the Program;
 - D. Santa Barbara County CWS or Probation or the presumptive transfer client's county-of-origin placing agency opines that the client is not appropriately placed in the level of care or the Program; or
 - E. Relocation of the client and family outside of Santa Barbara County.

9. **DOCUMENTATION REQUIREMENTS.**

- A. **Client Treatment Plan.** The Contractor shall ensure each client has a Client Treatment Plan in SmartCare prior to provision of services in accordance with the Behavioral Wellness Documentation Manual, available at <http://countyofsb.org/behavioral-wellness/Asset.c/5670>. The Client Treatment Plan shall provide overall direction for the collaborative work of the client, the Program, and the Treatment Team or the presumptive transfer client's county-of-origin placing agency.
- B. The Client Treatment Plan shall meet Medi-Cal and other applicable Federal, State and local laws, rules, manuals, policies, guidelines, and directives. The Client Treatment Plan shall include:
 - 1. The client's recovery goals, which guide the service delivery process;
 - 2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions; and
 - 3. Interventions planned to help the client reach the client's goals.

10. **STAFFING REQUIREMENTS.**

Contractor shall adhere to the Program staffing requirements outlined below. Changes to these requirements to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the maximum contract amount. ICC/IHBS/TBS services must be provided under the direction of a licensed/waivered/registered mental health professional as described in Title 9,

C.C.R. 1810.223 and 1810.254, a Mental Health Worker (“MHW”) described below, or a higher level licensed mental health professional, such as a Qualified Mental Health Worker (“QMHW”).

A. The Program shall be staffed with 2.1 Full Time Equivalent (FTE) as follows:

1. 1.0 FTE Clinician;
2. 0.10 FTE Psychiatrist or Physicians Assistant
3. 1.0 FTE Mental Health Worker;

B. Program staff shall be licensed mental health professionals or waived/registered professionals, as defined in Title 9 CCR Sections 1810.223 and 1810.254.

1. Licensed mental health professional under Title 9 CCR Section 1810.223 include:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
2. Waivered/Registered Professional under 9 CCR Section 1810.254 means an individual who:
 - a. Has a waiver of psychologist licensure issued by DHCS; or
 - b. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

C. Graduate Student Interns/Trainees and Interns/Trainees.

1. Except as provided below in subsection 2, Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:
 - i. Graduate Student Interns/Trainees who are under the direct supervision of Contractor’s licensed mental health professionals or waived/registered professionals; and
 - ii. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number if a Livescan is provided by the Contractor for the Intern/Trainee.

2. Assessment/Reassessment and Therapy services described above in Section 3 (Services) may only be provided by Graduate student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals or waived/registered professionals.

D. Qualified Mental Health Workers (QMHW) is assigned to the job classification of Case Worker within the County and meets the education requirements as an "Other Qualified Provider." The employment standards for a QMHW are set at the discretion of the County. A QMHW qualifies for the position by meeting one of the following employment standards:

1. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or
2. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.

EXHIBIT A-4
STATEMENT OF WORK: MHS
IN-HOME THERAPEUTIC PROGRAM

1. **PROGRAM SUMMARY.** Therapeutic Behavioral Services ("TBS") are available to beneficiaries in accordance with the Department of Mental Health Information Notice 08- 38, the TBS Coordination of Care Best Practices Manual, version 2 (October 2010), and the TBS Documentation Manual, version 2 (October 2009). In-Home Behavioral Services (IHBS), and Intensive Care Coordination (ICC) are In Home Therapeutic Services for children and youth with serious emotional disturbances (SED) under the age of 21 and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations ("full scope Medi-Cal"), hereafter "clients".

TBS/IHBS/ICC are designed to help clients and their parents or caregivers manage challenging behaviors utilizing short-term, measurable goals based on the individualized needs of the client and family. TBS/IHBS/ICC services are provided in conjunction with other mental health services. Contractor shall provide TBS/IHBS/ICC to clients in clients' homes or communities throughout Santa Barbara County. TBS/IHBS/ICC headquarters shall be at:

A. 2615 S. Miller St., Suite 106, Santa Maria, California.

B. 120 Cremona Drive, Suite 220, Goleta, California.

2. **GOALS.** To maintain the client's residential placement at the lowest appropriate level by resolving identified problem behaviors and achieving short-term treatment goals.
3. **SERVICES.** Contractor shall provide the following services to clients:
 - A. Contractor shall provide the following services to clients:

1. **Intensive Care Coordination (ICC).** ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC services include assessing, service planning, and implementation; monitoring and adapting; and transition within the guidelines of the *Katie A. Core Practice Model*, available at <https://content.civicplus.com/api/assets/469e35b8-7820-486b-8419-c2d048e20b99?cache=1800>. ICC services are expanded to all Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) clients who qualify for IHBS/ICC.

ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, the child's family and involved child-serving systems. The CFT is comprised of — as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement

the Client Treatment Plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- i. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child-driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
- ii. Facilitates a collaborative relationship among the child, the child's family and systems involved in providing services to the child;
- iii. Supports the parent/caregiver in meeting their child's needs;
- iv. Helps establish the CFT and provides ongoing support; and
- v. Organizes and matches care across providers and child serving systems to allow the child to be served in the child's community.

2. Intensive Home-Based Services (IHBS). IHBS are intensive, individualized, strength-based, and needs-driven intervention activities for clients under age 21 and designed to ameliorate mental health conditions that interfere with a client's functioning. These activities are aimed at helping the client build skills necessary for successful functioning in the home and community and improve the client's family's ability to help the client successfully function in the home and community. IHBS are not traditional therapeutic services and are provided according to an individualized treatment plan developed in accordance with the Integrated Core Practice Model (ICPM) and within the guidelines of the *Katie A.* Core Practice Model. The treatment plan is developed by the Child and Family Team (CFT) in coordination with the family's overall Client Treatment Plan which may include IHBS. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS services are expanded to all EPSDT clients that qualify for IHBS.

3. Therapeutic Behavioral Services (TBS) Coordination and Linkage. TBS are specialty mental health services covered as EPSDT. These services are intensive, individualized, short-term outpatient treatment interventions for clients up to age 21 consisting of one-to-one therapeutic contacts between a mental health provider and a client designed to help clients and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services to accomplish outcomes specified in the written treatment plan. The mental health provider is on-site and is immediately available to intervene for a specified period of time, up to 24 hours per day, depending on the needs of the client.

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

4. OPERATIONS.

- A. **Staff Caseload.** TBS Specialists shall carry a caseload up to seven clients per full time equivalent (FTE) staff. Lead TBS Specialists are also expected to provide direct service to clients.
- B. **Hours of Operation and Staff Coverage.** Staff shall be available to provide Program services up to 24 hours per day, as needed.
- C. **Communications.** Contractor shall facilitate, coordinate, and participate in Behavioral Wellness Child and Family Team (CFT) Treatment Team meetings to review each client's progress and services every thirty (30) days. Behavioral Wellness Treatment Team participants will include Behavioral Wellness staff, the client's parent or guardian, client (participation is preferred), and anyone else who may be able to contribute to the Client Service Plan.

5. ELIGIBILITY CRITERIA. Program services shall be offered in a manner that complies with the requirements for Medi-Cal reimbursement. In order to qualify for reimbursement, a client must meet the eligibility and membership criteria described below.

- A. **ICC/IHBS Eligibility.** Any client who is a full-scope Medi-Cal beneficiary under the age of 21 and meets specialty mental health medical necessity criteria, as described in Title 9 CCR Sections 1820.205, 1830.205, and 1830.210, and who meets any of the following criteria:
 - 1. Are at risk of losing placement due to mental health;
 - 2. Are receiving or are being considered for Therapeutic Behavioral Services;
 - 3. Are receiving or are being considered for Wraparound (SB-163) or Spirit;
 - 4. Have been discharged within 90 days from a psychiatric hospital;
 - 5. Have experienced two (2) or more mental health hospitalizations in the last twelve (12) months;
 - 6. Have experienced two or more placement changes, within twenty-four (24) months due to behavioral health needs; or
 - 7. Other clinical reasons that indicate client needs intensive mental health services and care coordination.
- B. When a client meets the above eligibility criteria, and if pre-authorized by the QCM Division as described below in Section 6 (Referrals and Authorizations), Contractor shall provide (or offer) IHBS to the client. Contractor shall also provide (or offer) ICC to clients who receive IHBS at minimum every three (3) months.
- C. **TBS Eligibility.** To be eligible for TBS, client must meet the following criteria:
 - 1. Client must be a full-scope Medi-Cal beneficiary, under 21 years of age, and
 - 2. Meet medical necessity criteria as described in Title 9, CCR, sections 1820.205, 1830.205, and 1830.210.

3. **Membership in the Certified Class:** TBS client must meet one of the following in order to qualify as a member of the certified class:
 - i. Client is placed in a residential facility at the STRTP-level or higher, and/or a locked treatment facility for treatment of mental health needs;
 - ii. Client is being considered by Behavioral Wellness Clinical Staff for placement in the facilities described above in Section 5 (Eligibility Criteria);
 - iii. Client has experienced at least one emergency psychiatric hospitalization related to client's current presenting disability within the last twenty-four (24) months; or
 - iv. Client previously received TBS while a member of this certified class.
4. **Need for TBS.** Upon the determination that the client is a member of the qualified class, Contractor shall determine the client's need for TBS based upon the following criteria:
 - i. Client is receiving other specialty mental health services; and
 - ii. In the clinical judgment of the Contractor, it is highly likely that, without the additional short-term support of TBS, either:
 - a. The client will need to be placed out-of-home, or into a higher level of residential placement, including acute care, because of a change in the client's behaviors or symptoms which jeopardize continued placement in the current facility; or
 - b. The client needs this additional support to transition to a home, foster home, or lower level of residential placement. Although the client may be stable in the current residential placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the client in the new environment. Contractor must document the basis for the expectation that the behavior or symptoms will change.
6. **REFERRALS AND AUTHORIZATION.** IHBS and TBS, as described above in Section 3 (Services), are required to be pre-authorized by the QCM Division upon a client's referral to the program and prior to service provision. Authorization will be provided on a case-by-case basis for clients meeting class and eligibility criteria as described above in Section 5 (Eligibility Criteria). County shall only reimburse Contractor for services authorized by the Department of Behavioral Wellness QCM Division prior to service provision.
 - A. Clients shall be referred for IHBS by the CFT Team. Each referral for IHBS or TBS shall include a Referral Packet which includes the following:
 1. Completed IHBS or TBS Referral form.
 2. Reference to a current Comprehensive or Updated Assessment that documents the criteria for IHBS or TBS.
 - B. Client's Medi-Cal Eligibility Database Sheet (MEDS).

- C. Client will initially be authorized for IHBS/TBS for no more than a maximum of ninety (90) days, and reviewed by Behavioral Wellness and the CFT every thirty (30) days.
 - D. Consent for Release of Patient Information or Records for the provider of the service (i.e., Casa Pacifica for TBS), signed by the client's parent or legal guardian.
 - E. Contractor understands that IHBS and TBS are required to be preauthorized by the County.
7. **DISCHARGE PLAN.** The CFT Treatment Team shall work closely with each client and with Program staff to establish a written discharge plan that is responsive to the client's needs and personal goals.
8. **DISCHARGE CRITERIA.** From the onset of services, a titration plan shall be incorporated in the IHBS/ICC Treatment Plan to support the client/family in independently managing behaviors so that service delivery from the Contractor will decrease as discharge approaches.
- A. The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge shall include:
 - 1. The client's treatment goals have been sufficiently met;
 - 2. The determination that the client's treatment goals have not been met, as determined by the CFT Treatment Team and Program staff. The client and family shall be provided with appropriate continuity of care and coordination of care through transition or referrals to more appropriate treatment;
 - 3. The determination that significant progress towards reaching the client's treatment goals has been made, even if not all goals have been met, such that the client no longer requires the intensive level of services provided by the Program;
 - 4. Client/family's circumstances have changed, and the client is no longer eligible for services; and
 - 5. Relocation of the client and family outside of Santa Barbara County.
 - B. Contractor shall follow Behavioral Wellness policy #8.303 Client Discharge and Continuity of Care for Mental Health Services regarding discharges in conformity with the Behavioral Wellness Mental Health Plan, available at <https://www.countyofsb.org/904/Policies-Procedures>.
9. **PROGRAM CAPACITY.** Contractor shall provide TBS/IHBS/ICC to an average monthly census of 47 to 60 clients with a maximum capacity of 60 clients. Should numbers fall below 47 the Contractor shall notify the County.
10. **STAFFING REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.
- A. Contractor staff described in subsection A of Section 9 (Staffing Requirements) of Exhibit A-2 shall also provide IHBS, ICC, and TBS Coordination and Linkage services to clients.
 - B. Contractor shall provide 18.4 Full Time Equivalent (FTE) staff consisting of the following:

1. 2.0 FTE Clinical Supervisors who shall be licensed mental health professionals as described in Title 9, C.C.R. 1810.223 and 1810.254. The responsibilities of the Clinical Supervisors shall include but not be limited to clinical oversight of treatment teams; development of Client Service Plans; review and approval of all case documentation; clinical training of staff; consultation regarding client cases; and individual supervision;
2. 2.0 FTE TBS Program Lead
3. 1.0 FTE TBS Clinical Coordinator who shall be a QMHW, or licensed/waivered/registered mental health professionals as described in Title 9 C.C.R. Sections 1810.223 and 1810.254;
4. 10 FTE TBS Specialists who shall be QMHWs or licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254. Responsibilities of TBS Specialist shall include but not be limited to individual Targeted Case Management; implementation and execution of the client's Client Service Plan; one-to-one client interventions; daily reporting of developments regarding the client's case; and providing consultation to and coaching partners on behavior management;
5. 1.0 FTE Program Manager who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254. Responsibilities of the Program Manager shall include but not be limited to budget development, staff management, ensuring compliance with applicable regulations, and ensuring Program fidelity;
6. 1.1 FTE Administrative Support staff;
7. 0.20 FTE Office Coordinator;
8. .055 FTE Regional Director Community Based Service; and
9. .055 FTE Assistant Director Community Based Service who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254.
10. Program staff shall be licensed mental health professionals or waived/registered professionals, as defined in Title 9 CCR Sections 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 4999.12; or graduate student interns/trainees or interns/trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW) as specified below.
11. Licensed mental health professional under Title 9 CCR Section 1810.223 includes:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;

- v. Licensed psychiatric technicians;
- vi. Registered Nurses; and
- vii. Licensed Vocational Nurses.

12. Waivered/Registered Professional under Title 9 CCR section 1810.254 means an individual who:

- i. Has a waiver of psychologist licensure issued by DHCS; or
- ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

13. Licensed Professional Clinical Counselor (LPCC) under Business and Professions Code section 4999.12 means a person licensed under chapter 16 of the Business and Professions Code to practice professional clinical counseling, as defined in Business and Professions Code section 4999.20.

14. Graduate Student Interns/Trainees and Interns/Trainees. Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and under direct supervision as specified in Behavioral Wellness Policy and Procedure #8.400, Clinical Supervision of Pre-Licensed Providers.

15. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

16. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

17. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

11. DOCUMENTATION REQUIREMENTS. Contractor shall document and maintain ICC/IHBS/TBS Assessments and Client Service Plans in accordance with any and all State requirements. The County shall complete the ICC/IHBS/TBS Assessment and Client Service Plan within 30 days prior to initiating services or activating referrals.

A. ICC/IHBS/TBS Client Service Plan. The Treatment Team shall complete a Client Service Plan in collaboration with Contractor for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual available at <http://countyofsb.org/behavioral-wellness>. The Client Service Plan shall provide overall direction for the collaborative work of the client, the Program staff, and the Treatment Team.

B. TBS Client Plan. The TBS Client Treatment Plan is intended to provide clinical direction for one or a series of short-term intervention(s) to address very specific behaviors and/or symptoms of the client as identified by the assessment process. TBS must be identified as an

intervention on the overall Behavioral Wellness Treatment Plan; TBS is not a stand-alone service.

1. TBS Client Plans must include all of the following:

- i. Specific behaviors and/or symptoms that jeopardize the residential placement or transition to a lower level of residential placement;
- ii. Specific plan of intervention for each of the targeted behaviors or symptoms identified in the Mental Health Assessment and the Behavioral Wellness Treatment Plan;
- iii. Specific description of the changes in the behaviors and/or symptoms that the interventions are intended to produce, including a time frame for those changes; and
- iv. Specific outcome measures that can be used to demonstrate the effectiveness of the intervention at regular levels and documentation of changes in planned interventions when the original plans are not achieving expected results.
 - a. For clients between ages 18 and 21, Contractor staff notes regarding any special considerations that should be considered shall be included in the TBS Client Plan, such as the identification of an adult case manager.
 - b. When applicable, TBS Client Plans must include a plan for transition to adult services when the client turns 21 years old and is no longer eligible for TBS. This transition plan shall address the skills and strategies that assisting parents/caregivers will need to provide for continuity of care when client's TBS is discontinued.

C. TBS Client Plan Addendum. A TBS Client Plan Addendum shall be used to document the following:

- i. Significant changes in the client's environment since the initial development of the TBS Client Plan; and
- ii. When TBS has not been effective and the client is not progressing as expected towards the identified goals, there must be documented evidence in the client chart and Discharge Plan and any additional information indicating the consideration of alternative interventions or treatment options.

D. TBS Progress Notes. Progress notes are required each day TBS is delivered and must include a comprehensive summary covering the time that services were provided. The Contractor shall ensure each Progress Note clearly documents the following:

1. Occurrences of specific behaviors and/or symptoms that threaten the stability of the current residential placement or prevent transition to a lower level of residential placement;
2. Delivery of significant interventions identified in the TBS Client Plan; and
3. Progress in stabilizing behaviors and/or symptoms by changing or eliminating maladaptive behaviors and replacing them with adaptive behaviors.

12. TBS NON-REIMBURSEABLE CIRCUMSTANCES. TBS are not reimbursable under the following conditions:

- A.** For the convenience of the client's family/caregivers, physician, or teacher;
- B.** To provide supervision or to assure compliance with terms and conditions of probation;
- C.** To ensure the client's physical safety or the safety of others (e.g. suicide watch);
- D.** To address conditions that are not a part of the client's mental health condition;
- E.** For clients who can sustain non-impulsive, self-directed behavior, handle themselves appropriately in social situations with peers, and who are able to appropriately handle transactions during the day; or
- F.** For clients who will never be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full-time supervision; or when the client is an inpatient of a hospital, psychiatric health facility, nursing facility, Institute for Mental Disease (IMD), or crisis residential facility.

EXHIBIT A-5
STATEMENT OF WORK: MHS
RESERVED

EXHIBIT A-6
STATEMENT OF WORK: MHS
SB 163/WRAPAROUND

1. **PROGRAM SUMMARY.** Senate Bill (SB) 163/"Wraparound Services" as defined in W & I Code Sections 18250 et seq. are intensive services for children and adolescents who would otherwise be placed in an STRTP intended to provide alternatives to group home care through the development of expanded family-based services programs (hereafter "the Program"). The County of Santa Barbara's Program is designed to serve children (hereafter "clients") and their families who are at risk for high level out-of-county residential placement. Any new or expanded Wraparound Program should have access to the State and county Aid to Families with Dependent Children-Foster Care (AFDC-PC) share of the group home rate for each wraparound slot.

This Agreement between Contractor and County, administered by Department of Behavioral Wellness, provides reimbursement for Program specialty mental health services provided to County clients. The Program operates on a community-based wraparound model, utilizing a "whatever it takes" approach to identify and integrate thoughtful, responsive and creative interventions for clients and their families. In addition, Contractor has executed a contract with the County, administered by the Department of Social Services (DSS) for reimbursement of the Program's operational expenses that are not Medi-Cal eligible. Collaboration between County and Contractor allows the Program to provide a full-service partnership for clients, where clients receive a full spectrum of services in order to achieve the goals identified in their individualized Client Service Plan.

The Program shall be headquartered at:

- A. 2615 S. Miller St, Suite 106, Santa Maria, California; and
- B. 120 Cremona, Suite 220, Goleta, CA 93117.

2. **PROGRAM GOALS.**
 - A. Maintain the client in their homes and communities whenever possible;
 - B. Support the client's ability to adapt and cope with changing life circumstances;
 - C. Define and refine client's family strengths, culture, vision and needs;
 - D. Prioritize client's family needs to create a plan that will help meet those needs; and
 - E. Carry out the Client Service Plan one need at a time until the client no longer requires Program supports because the client's family's vision has been achieved.
3. **SERVICES.** The Contractor shall provide the following mental health services, as defined below, to clients and their families throughout Santa Barbara County:
 - A. Contractor shall provide the following services, as needed to Program clients:
 1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client's mental, emotional, or behavioral health, as

defined in Title 9 C.C.R. Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.

- i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
- ii. The CANS must be shared with Santa Barbara County, Department of Social Services, Child Welfare Services (CWS)/Santa Barbara County Probation Department (Probation) with a Release of Information for open CWS/Probation clients.
- iii. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of .70 or greater. Online training and certification is provided at www.canstraining.com.
- iv. CANS must be reported on the CBO Quarterly Reports to include the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:
 - a. Functioning;
 - b. School;
 - c. Behavioral/Emotional;
 - d. Strength Behavior;
 - e. Risk Behavior; and
 - f. Caregiver Needs and Strengths.
- v. Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC-35) to be completed by parents/caregivers for children and youth ages 3 up to 18 at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
- vi. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC-35, with an expectation that 100% of all parents will be asked to complete the PSC-35 at intake and every 6 months following the first administration, and at the end of treatment.

2. **Collateral.** Collateral means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan, as defined in Title 9 C.C.R. Section 1810.206. 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 beneficiary, 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 beneficiary may or may not be present for this service activity.

- i. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

3. Crisis Intervention. Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 C.C.R. Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

4. Intensive Care Coordination (ICC). ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC services include assessing, service planning, and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model available at <https://www.countyofsb.org/behavioral-wellness/asset.c/2194>. ICC services are expanded to all Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) clients that qualify for IHBS/ICC.

ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, his/her family and involved child-serving systems. The CFT is comprised of - as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- i. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and

- culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
- ii. Facilitates a collaborative relationship among the child, his/her family and systems involved in providing services to the child;
- iii. Support the parent/caregiver in meeting their child's needs;
- iv. Helps establish the CFT and provides ongoing support; and
- v. Organizes and matches care across providers and child serving systems to allow the child to be served in his/her community.

5. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized, strength-based, and needs-driven intervention activities for clients under age 21 and designed to ameliorate mental health conditions that interfere with a client's functioning. These activities are aimed at helping the client build skills necessary for successful functioning in the home and community and improve the client's family's ability to help the client successfully function in the home and community. IHBS are not traditional therapeutic services and are provided according to an individualized treatment plan developed in accordance with the Integrated Core Practice Model (ICPM) and within the guidelines of the Katie A. Core Practice Model. The treatment plan is developed by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS services are expanded to all EPSDT clients that qualify for IHBS.
6. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
7. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 C.C.R. Section 1810.243.
8. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 C.C.R. Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.
9. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 C.C.R. Section 1810.250. Therapy may be

delivered to an individual or group and may include family therapy at which the client is present.

10. 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. OPERATIONS

A. Service Intensity.

1. Services shall be authorized by County on a case by case basis for twelve to eighteen (12- 18) months upon client's admission into the Program; and
2. Services beyond the initial treatment period will be provided in accordance with the Behavioral Wellness Client Service Plan.

B. Treatment Location. Services shall be provided in the community.

C. Staff to Client Caseload Ratios.

1. Family Facilitators shall carry a caseload of up to eight to ten (8 - 10) clients per one (1.0) full time equivalent (FTE) staff member.
2. Parent Partners shall carry a caseload of up to eight to ten (8 - 10) clients per one (1.0) FTE staff member.
3. Child and Family Specialists (CFS) shall carry a caseload of up to three to five (3-5) clients per one (1.0) FTE staff member.

D. Hours of Operation and Staff Coverage. Program staff shall be available 24 hours per day, 7 days per week, and 365 days per year.

E. Communications. Contractor shall participate as a representative on the Wraparound Implementation Team (WIT) Core Group, a subcommittee of the Interagency Placement Committee (IPC). The WIT Core Group shall meet weekly, or as otherwise determined by the group. Contractor shall also participate in Quarterly WIT Leadership Meetings where contract, program, and compliance issues (among others) are considered from an upper management perspective.

5. CLIENTS AND PROGRAM CAPACITY.

A. Contractor shall provide Program services to individuals, aged 0 - 21 years, diagnosed with serious emotional disturbance (SED) or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9 C.C.R., Division 1, Chapter 11 who are at risk for, or returning from, out-of-home placement, and their families.

B. Contractor shall provide the services described in Section 3 (Services) to an average caseload of up to 30 clients (range of 22 to 27 clients at any given time).

6. **REFERRALS.** The IPC WIT Core Group shall make the determination if a client is accepted into the Program. Clients are referred for consideration by DSS/CSW, or Santa Barbara County Probation. The referring agency shall complete an SB 163 Referral Form for each client, available at: <https://www.countyofsb.org/behavioral-wellness/asset.c/4394>, incorporated herein by reference, and shall present the client's case at the IPC WIT Core Group meetings for review and approval by quorum voting of core members.
7. **DISCHARGE PLANNING.** The client's discharge and transition plan shall be completed by the Child and Family Team described in Section 8 (Staffing Requirements), which is comprised of Contractor's staff, client and family, referring agency, Behavioral Wellness Treatment Team, and other resource partners, as needed. The client's discharge plan shall be responsive to the client's needs and personal goals.
 - A. **Discharge Criteria.** The appropriateness for client discharge shall be determined on a case by case basis by the IPC WIT Core Group. Contractor shall follow Behavioral Wellness' policy and procedures regarding discharges in conformity with Behavioral Wellness' role as the Mental Health Plan. Criteria for discharge include:
 1. Treatment goals have been sufficiently met;
 2. The determination that the treatment goals have not been met as determined by the Child and Family Team with input from Behavioral Wellness. The client and family shall be provided with referrals to more appropriate treatment.
 3. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program;
 4. The client's request to terminate services;
 5. Client and family relocating outside of the Program's service area; or
 6. Client's case is closed to Probation or DSS/CWS making them ineligible to receive SB 163 Services.
8. **STAFFING REQUIREMENTS.**

Contractor shall adhere to the Program staffing requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees and shall not alter the maximum contract amount.

 - A. Contractor shall provide 8.89 Full Time Equivalent (FTE) staff consisting of the following:
 1. 2.50 FTE Child and Family Specialist who shall be Mental Health Workers (MHWs), or licensed/waivered/registered mental health professionals as described in Title 9, C.C.R. Sections 1810.223 and 1810.254;
 2. 1.0 FTE Clinical Supervisor who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254;

3. 0.45 FTE Program Manager who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. 1810.223 and 1810.254;
 4. 1.5 FTE Family Facilitator;
 5. 0.50 FTE Lead Child and Family Specialist;
 6. 0.50 FTE Lead Wraparound Program Liaison;
 7. 0.50 FTE Lead Family Facilitator;
 8. 1.25 FTE Parent Partner;
 9. 0.50 FTE Administrative Assistant I/II;
 10. 0.15 FTE Office Coordinator;
 11. 0.075 FTE Regional Director of Community Services;
 12. 0.075 FTE Assistant Director of Community Services who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. 1810.223 and 1810.254; and
- B.** Program staff shall be licensed mental health professionals or waived/registered professionals, as defined in Title 9 C.C.R. Sections 1810.223 and 1810.254.
1. Licensed mental health professionals under 9 C.C.R. 1810.223 means:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
 2. Waivered/Registered Professionals under 9 C.C.R. 1810.254 means an individual who:
 - i. Has a waiver of psychologist licensure issued by DHCS; or
 - ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
- C. Graduate Student Interns/Trainees and Interns/Trainees.** Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:

1. Graduate student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals or waived/registered mental health professionals; and
2. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number, if a Livescan is provided by the Contractor for the Intern/Trainee.
3. Assessment/Reassessment and Therapy services described above in Section 3 (Services) may only be provided by Graduate student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals or waived/registered professionals.

D. Mental Health Workers (MHW) is the equivalent to the County's job classification of Case Worker and meets the education requirements as an "Other Qualified Provider." The qualifications for a MHW are set at the discretion of the County. A MHW qualifies for the position by meeting one of the following employment standards:

1. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work, or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or
2. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.

9. DOCUMENTATION REQUIREMENTS.

A. Client Service Plan. The Behavioral Wellness Treatment Team in collaboration with Contractor shall complete a Client Service Plan for clients who have a case file (episode) open to the Behavioral Wellness Children's clinic in accordance with the Behavioral Wellness Clinical Documentation Manual available at <http://countyofsb.org/behavioral-wellness>.

B. Behavioral Wellness Client Service Plan.

1. Upon approval of the Assessment, the Contractor shall complete a Behavioral Wellness Treatment Plan for each client receiving services. All Client Service Plans must be completed within 60 days of referral.
2. For clients referred to the Program that are open to Behavioral Wellness, the Behavioral Wellness Treatment Team shall complete a Behavioral Wellness Client Service Plan in collaboration with Contractor for each client receiving Program services within 10 days of referral. The Behavioral Wellness Client Service Plan shall provide overall direction for the collaborative work of the client, the Program and the Behavioral Wellness Treatment Team, as applicable.

- C. SB163 Plan of Care (POC), the client Treatment Plan. The SB163 Plan of Care (POC) shall be completed by the Contractor with input from Behavioral Wellness and the approval of IPC WIT. The POC shall include individualized strengths and needs of the family including identified goals that are informed by the Behavioral Wellness Client Service Plan to guide interventions to meet those needs.**

EXHIBIT A-7
**STATEMENT OF WORK: MHS
SAFE ALTERNATIVES FOR TREATING YOUTH (SAFTY)**

PROGRAM SUMMARY. The Safe Alternatives for Treating Youth (SAFTY) Program (hereafter “the Program”) is a mobile crisis response program for children, youth, and their families throughout Santa Barbara County. The Program shall operate a crisis line that receives crisis calls from 8am-8pm, 7 days per week, and is available to provide quick and accessible specialized crisis intervention, in-home support, and linkage to appropriate services for families. The Program aims to keep children and youth in their homes and communities, to prevent psychiatric hospitalization of youth, and to avoid detention in juvenile facilities by helping families develop skills and plans for managing crisis in the future. Services delivered through this program shall be provided to individuals in need regardless of whether or not they are full-scope Medi-Cal beneficiaries. The Program will be located at the following locations:

- A. 120 Cremona, Suite 220, Goleta, CA 93117; and
- B. 2615 S. Miller, Suite 106, Santa Maria, California.

1. PROGRAM GOALS.

- A. Keep children and youth out of psychiatric hospitals;
- B. Keep children in their homes and communities;
- C. Prevent psychiatric hospitalization due to an emergency or urgent psychiatric condition by helping families to use skills or access natural supports through the use of safety planning:
 - 1. An emergency psychiatric condition is one in which the client, due to a mental disorder, is a current danger to self or others, or immediately unable to provide for or utilize the essentials of life, i.e., food, shelter or clothing, and requires psychiatric inpatient hospital or psychiatric health facility services.
 - 2. An urgent condition is a situation experienced by a client that, without timely intervention, is highly likely to result in an immediate emergency psychiatric condition.
- D. Prevent detention in juvenile facilities due to an emergency psychiatric condition or urgent condition; and
- E. When necessary, transition to inpatient hospitalization will be as smooth as possible for client and their family.

2. SERVICES. Contractor shall develop, support, and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills.

- A. Contractor shall provide the following services, as needed to Program clients:
 - 1. **Assessment/Reassessment.** Assessment means a service activity designed to evaluate the current status of a client’s mental, emotional, or behavioral health,

as defined in Title 9 C.C.R. Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.

2. **Collateral.** Collateral means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan, as defined in Title 9 C.C.R. Section 1810.206. 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 beneficiary, 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 beneficiary may or may not be present for this service activity.
 - i. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 C.C.R. Section 1810.246.1.
3. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 C.C.R. Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
4. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
5. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 C.C.R. Section 1810.243.
6. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 C.C.R. Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to

ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.

7. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 C.C.R. Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
8. 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.

3. OPERATIONS.

A. Service Intensity.

1. Contractor shall provide crisis intervention services, as needed, to clients as defined in Section 5 (Clients), in response to a crisis call or referral; and
2. Contractor shall provide mental health services to clients in certain circumstances, as described below:
 - i. **Client is a Full Scope Medi-Cal Beneficiary, needing County mental health services but not currently enrolled with Behavioral Wellness Clinics.** The Contractor shall provide immediate crisis resolution and then provide follow-up mental health services to ensure stabilization, crisis prevention, safety planning, or related case management services until new services at the County are initiated. Contractor may provide these services up to 30 days after initial crisis call to ensure crisis stabilization and linkage to Behavioral Wellness services. Contractor may provide additional services beyond the 30 days after initial crisis call to ensure stabilization and linkage to Behavioral Wellness with prior notification to Behavioral Wellness Regional Management staff;
 - ii. **Client is not a Full Scope Medi-Cal Beneficiary and Client does not meet Severe Emotional Disturbance (SED) criteria.** Contractor may provide up to three (3) follow-up telephone service calls or necessary follow up in order to ensure crisis stabilization and linkage to appropriate mental health provider following a crisis response, with Behavioral Wellness funding up to the subsidy amount specified in Exhibit B-1 (MHS Schedule of Rates and Contract Maximum);
 - iii. **Crisis Call for clients enrolled with Behavioral Wellness.** Contractor shall provide crisis stabilization and immediately link the client back to client's Behavioral Wellness Clinic home; and
 - iv. **Medi-Cal clients referred by Behavioral Wellness clinical team or Behavioral Wellness contracted providers for proactive services.** Contractor shall provide up to six (6) services to provide a safety clearance

of the home, develop a safety plan, stabilize the home situation and link the client back to the Behavioral Wellness Clinic or contract provider for continued services.

- a. The Client Service Plan shall provide overall direction for the collaborative work with the client, the Contractor, and the Behavioral Wellness Treatment Team, as applicable.

B. Treatment Location. Contractor shall answer the crisis line and provide telephone crisis response, as appropriate. If the call requires a face-to-face intervention, Contractor staff shall respond to the client's location to provide the intervention.

C. Hours of Operation. The Contractor staff shall be available to respond to crisis telephone calls and provide face-to-face interventions, as needed, 8 am to 8 pm, 7 days per week. In the event an in-person response is required, Contractor shall arrive at client's location within one hour of dispatch

D. Communication. Any intervention provided to a client who has an open case file (episode) with Behavioral Wellness must be communicated to the client's Behavioral Wellness lead clinician.

4. CLIENTS. Contractor shall provide crisis intervention services to any individual between the ages of 0 – 21 years. County will provide reimbursement for:

- A. Individuals who have an open case file (episode) entered by Contractor into County's MIS system; and
- B. Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, C.C.R. Division 1, Chapter 11 plan participants that the County has determined qualify for services from Behavioral Wellness' System of Care; or
- C. All other individuals between the ages of 0 – 21 years, subject to the limitations established in Exhibit B (MHS Financial Provisions) and B-1 (MHS Schedule of Rates and Contract Maximum) for Non Medi-Cal funding.

5. REFERRALS.

- A. County Behavioral Wellness Access and Behavioral Wellness Clinics;
- B. 2-1-1 Information Line and Suicide hotline referrals;
- C. Law enforcement, including Probation;
- D. Group homes;
- E. Schools;
- F. Parents or client; and
- G. Emergency Departments.

6. DISCHARGE DOCUMENTATION. Contractor shall document the client's discharge plan in the client record.

7. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements outlined below. Amendments to these requirements do not require a

formal amendment to this Agreement, but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the maximum contract amount.

A. Contractor shall provide 11.60 Full Time Equivalent (FTE) staff consisting of the following:

1. 4.50 FTE Crisis Care Specialists I who shall be Qualified Mental Health Workers (QMHWs), or licensed/waivered/registered mental health professionals as described in Title 9, C.C.R. Sections 1810.223 and 1810.254.
2. 3.0 FTE Crisis Care Specialists II who shall be Qualified Mental Health Workers (QMHWs), or licensed/waivered/registered mental health professionals as described in Title 9, C.C.R. Sections 1810.223 and 1810.254.
3. 0.10 Assistant Director of Community Services who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. 1810.223 and 1810.254;
4. 1.0 FTE Clinical Supervisor who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254;
5. 1.0 FTE Program Manager who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. 1810.223 and 1810.254;
6. 0.30 FTE Office Coordinator;
7. 1.0 FTE Lead Crisis Care Specialist;
8. 0.50 FTE Administrative Support staff; and
9. 0.20 FTE Regional Director of Community Based Services

B. Program staff shall be licensed mental health professionals or waived/registered professionals, as defined in Title 9 C.C.R. Sections 1810.223 and 1810.254.

1. Licensed mental health professionals under 9 C.C.R. 1810.223 means:

- i. Licensed physicians;
- ii. Licensed psychologists;
- iii. Licensed clinical social workers;
- iv. Licensed marriage and family therapists;
- v. Licensed psychiatric technicians;
- vi. Registered Nurses; and
- vii. Licensed Vocational Nurses.

2. Waivered/Registered Professionals under 9 C.C.R. 1810.254 means an individual who:

- i. Has a waiver of psychologist licensure issued by DHCS; or

- ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

C. Graduate Student Interns/Trainees and Interns/Trainees. Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:

1. Graduate student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals or waived/registered mental health professionals; and
2. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number, if a Livescan is provided by the Contractor for the Intern/Trainee.
3. Assessment/Reassessment and Therapy services described above in Section 3 (Services) may only be provided by Graduate student Interns/Trainees who are under the direct supervision of Contractor's licensed mental health professionals or waived/registered professionals.

D. Qualified Mental Health Workers (QMHW). QMHW is the equivalent to the County's job classification of Case Worker and meets the education requirements as an "Other Qualified Provider." The qualifications for a QMHW are set at the discretion of the County. A QMHW qualifies for the position by meeting one of the following employment standards:

1. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or
2. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.

9. DOCUMENTATION REQUIREMENTS.

A. Client Service Plan. The Behavioral Wellness Treatment Team in collaboration with Contractor shall complete a Client Service Plan for clients who have a case file (episode) open to the Behavioral Wellness Children's clinic in accordance with the Behavioral Wellness Clinical Documentation Manual available at <http://countyofsb.org/behavioral-wellness>.

EXHIBIT A-8
STATEMENT OF WORK: MHS
FAMILY URGENT RESPONSE SYSTEM (FURS)

- 1. PROGRAM SUMMARY.** In 2019, California passed legislation requiring the state and counties to establish a coordinated Family Urgent Response System (FURS) (hereafter the “Program”) for current and former foster children, youth, and nonminor dependents (NMD) (collectively referred to as “foster youth”) and their caregivers. (California Welfare & Institution Code (W&I) § 16526 et seq.)

FURS is a 24 hour per day, 7 days per week, 365 days per year (24/7/365) program for the provision of a coordinated, statewide, regional, and county-level system designed to provide collaborative and timely state-level phone-based response and county-level in-home, in the in-person mobile response in the time frame established based on the urgency of the call during situations of instability for the purposes of preserving the relationship of the caregiver and the child, youth, or NMD, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, mitigating the distress of the caregiver or child, youth or NMD, connecting the caregiver and child, youth or NMD to the existing array of local services, and promoting a healthy and healing environment for children, youth, NMDs and families.

The Program shall provide a dedicated phone line to provide immediate phone response, triage services, follow-up support, and information and referral services available to current and former foster youth up to the age of 21 and their foster parents/caregivers. Once screened and triaged by a statewide hotline as deemed clinically appropriate, local FURS Response Team staff will be deployed in the time frame established based on the urgency of the call to provide mobile in-person/face-to-face trauma informed and culturally responsive crisis intervention, mediation, and support for foster youth and/or their foster parents/caregivers who are experiencing crisis, or emotional, physical, or behavioral distress that, without immediate support, risks disruption to the current living situation.

This Agreement between Contractor and County, administered by the Department of Behavioral Wellness, provides reimbursement for Program specialty mental health services provided to County foster youth. In addition, Contractor has executed a contract with the County, administered by the Department of Social Services (DSS), for reimbursement of the Program’s operational expenses that are not Medi-Cal eligible.

- A. 2615 S. Miller Street, Suite 106, Santa Maria CA 93455; and
- B. 120 Cremona, Suite 220, Goleta, CA 93117.

2. DEFINITIONS:

- A. **Caregiver.** A person responsible for meeting the daily care needs of a current or former foster child or youth, and who is entrusted to provide a loving and supportive environment for the child or youth to promote their healing from trauma. Caregiver

is defined broadly and includes individuals beyond a parent who are acting in a caregiving role.

- B. Current or former foster child or youth.** Includes a child or youth adjudicated under Section 300, 601, or 602 and who is served by a county child welfare agency or probation department, and a child or youth who has exited foster care to reunification, guardianship, or adoption. A current or former foster child or youth shall be eligible for services until they attain 21 years of age. There is no time restriction on when an exit must have occurred for a former foster youth. For example, a 17-year-old former foster youth adopted, reunified, or appointed a legal guardian at 2 years old can still access FURS.
- C. Instability.** A situation of emotional tension or interpersonal conflict between a caregiver and a child or youth that may threaten their relationship and may lead to a disruption in the current living situation. Instability is defined broadly to include situations in which the child, youth, or caregiver feel they need support and does not require the child or youth to be the presenting problem or for the situation to rise to the level of a mental health crisis.
- D. In-home.** The place where the child or youth and caregiver are located, preferably in the home, or at some other mutually agreeable location.
- E. Mobile Response.** The provision of in-person, flexible, responsive, and supportive services where the caregiver and child or youth are located to provide them with support and prevent the need for a 911 call or law enforcement contact.

3. PROGRAM GOALS.

- A.** Prevent, reduce, decrease placement disruptions and preserve the relationship between the foster youth and their caregiver;
- B.** Prevent the need for a 911 call or law enforcement involvement and avoiding the criminalization of traumatized foster youth;
- C.** Prevent psychiatric hospitalization and placement into congregate care;
- D.** Promoting healing as a family;
- E.** Provide current and former foster youth and their caregivers with immediate, trauma-informed support when they need it;
- F.** Develop healthy conflict resolution and relationship skills of foster youth and their caregivers;
- G.** Prevent placement moves;
- H.** Provide a trauma-informed alternative for families who previously resorted to calling 911 or law enforcement;
- I.** Reduce hospitalizations, law enforcement contacts, and placement in out-of-home facilities;
- J.** Improve retention of current foster caregivers;

- K.** Promote healing as a family and stability for youth in foster care, including youth in extended foster care; and
- 4. OPERATIONS.** Contractor's operations shall include, but not be limited to, the following:
 - A.** Operate a 24/7/365 phone line to receive incoming, State referred calls, and provide a warm handoff to callers (Phone Line) from the State of California FURS hotline.
 - i. Contractor shall establish a dedicated and published phone number, answering services cannot be used. Contractor must include protocols for obtaining interpreter services for limited English proficient and Deaf and Hard of Hearing callers to the Phone Line.
 - 2. Maintain FURS Mobile Response and Stabilization Teams (FURS Response Team) consisting of FURS Specialist, FURS Parent Partners and Wraparound Program manager, who shall provide in-person responses, and shall be deployed to provide mobile in-person/face-to-face trauma informed and culturally responsive crisis intervention, mediation, and support for foster youth and/or their foster parents/caregivers who are experiencing crisis, or emotional, physical, or behavioral distress that, without immediate support, risks disruption to the current living situation.
 - 3. The Phone Line and FURS Response Teams shall not include law enforcement.
 - 4. In-person and over the phone follow up services within 72 hours after the initial face-to-face response to if additional services or supports are needed.
- 5. CLIENTS TARGET POPULATION AND REFERRAL.**
 - A.** Clients served will be current or former foster youth and caregivers who are referred directly to Contractor through the State operated FURS Hotline (County clients).
- 6. SERVICES.** Contractor shall provide 24/7/365 phone response for calls coming in from the state FURS hotline to include but not limited to the following:
 - A.** In person response whenever requested by the caller. Calls will be determined either "urgent" or "routine" based on the callers request for timely response.
 - 1. Urgent calls must be responded to within 1 hour, but not to exceed 3 hours in extenuating circumstances.
 - 2. Routine calls will be responded to within 24 hours.
 - B.** Whether by phone or in person, services will include the following trauma informed, culturally and linguistically responsive interventions as well as the 72 hour follow up phone call:
 - 1. Brief mental health and substance use disorder screening;
 - 2. Strength based risk assessment;

3. Crisis intervention;
 4. De-escalation and stabilization of the situation;
 5. Safety planning;
 6. Mediation;
 7. Coaching;
 8. Stress Reduction;
 9. Information and referrals; and
 10. Linkages to needed services and resources.
- C. Utilize individuals with specialized training in trauma of children or youth and the foster care system on the FURS Response Team. Efforts should be made to include peer partners and those with lived experience in the FURS Response Team and to provide follow-up efforts whenever possible;
- D. Utilize the information provided by the State FURS hotline staff during the warm handoff to determine if and when a FURS Response Team will be sent to the family's home based on the urgency;
- E. Develop a plan to identify if the foster youth has an existing child and family team so that efforts can be coordinated to address the instability;
- F. Be responsible for making referrals to appropriate needed services as part of the Phone Line requirement;
- G. Provide the family with a plan of action to address identified additional support or ongoing stabilization needs and connect them to needed ongoing services through the existing local system of care;
- H. Provide in-home de-escalation, stabilization, and support services and supports, including all of the following:
1. Establish in-person, face-to-face contact with the foster youth and caregiver.
 2. Identify the underlying causes of, and precursors to, the situation that led to the instability.
 3. Identify the caregiver interventions attempted and observe the foster youth and caregiver interaction.
 4. Diffuse the immediate situation.
 5. Coach and work with the caregiver and foster youth in order
 - a. to preserve the family unit and maintain the current living situation; or
 - b. create a temporary alternative plan if necessary.
 6. Establish connections to other county- or community-based supports and services to ensure continuity of care, including, but not limited to, linkage to additional trauma-informed and culturally and linguistically responsive family supportive services and foster youth and family wellness resources.

7. After the initial face-to-face response, follow-up over the next 72 hours to determine if additional supports or services are needed.
 8. Identify any additional support or ongoing stabilization needs for the family and developing a plan for, or referral to, appropriate youth and family supportive services within the county.
- I. Contractor will develop a process for communication with Child Welfare Services, Probation Department and the Department of Behavioral Wellness within 24 business hours for any calls received/services provided to any foster youth receiving services from these agencies; and
- J. If the foster youth is a Medi-Cal beneficiary who meets medical necessity criteria for Specialty Mental Health Services and is an active and open admissions in Clinician Gateway, Contractor shall provide any or all of the following services by credentialed staff if all Medi-Cal requirements are met. For clients who are not a Medi-Cal beneficiary, do not meet medical necessity criteria for Specialty Mental Health Services and are not an active and open admissions in Clinician Gateway, the Contractor shall provide only Crisis Intervention services.
1. **Collateral.** Collateral means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan, as defined in Title 9 C.C.R. Section 1810.206. 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 beneficiary, 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 beneficiary may or may not be present for this service activity.
 - i. A significant support person is a person, in the opinion of the client or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or legal representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.
 2. **Crisis Intervention.** Crisis intervention means a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 C.C.R. Section 1810.209. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

3. **Intensive Care Coordination (ICC).** ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC services include assessing, service planning, and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model available at <https://www.countyofsb.org/behavioral-wellness/asset.c/2194>. ICC services are expanded to all Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) clients that qualify for IHBS/ICC.

ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a youth, his/her family and involved child-serving systems. The CFT is comprised of — as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child/youth and family in attaining their goals. ICC also provides an ICC coordinator who:

- i. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child/youth;
 - ii. Facilitates a collaborative relationship among the child, his/her family and systems involved in providing services to the child;
 - iii. Supports the parent/caregiver in meeting their child's needs;
 - iv. Helps establish the CFT and provides ongoing support; and
 - v. Organizes and matches care across providers and child serving systems to allow the child to be served in his/her community.
4. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.
 5. **Targeted Case Management.** Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 CCR Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.

6. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
7. **Therapeutic Behavioral Services (TBS).** TBS are specialty mental health services covered as EPSDT. These services are intensive, individualized, short-term outpatient treatment interventions for clients up to age 21 consisting of one-to-one therapeutic contacts between a mental health provider and a client designed to help clients and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services to accomplish outcomes specified in the written treatment plan. The mental health provider is on-site and is immediately available to intervene for a specified period of time, up to 24 hours per day, depending on the needs of the client.
8. 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.
7. **ADMISSIONS INTAKE.** Contractor shall open all County clients in the County Share Care system.
8. **STAFFING REQUIREMENTS.** Staffing costs will be allocated to Behavioral Wellness/County based on direct services hours spent on specialty mental health services.
9. **DOCUMENTATION REQUIREMENTS AND REPORTING.**
 - A. Contractor shall maintain records in their electronic health record, collect data, and provide reports mandated by federal and state governments, and as they may be requested by County. Reports shall include, but are not limited to, the following:
 1. A monthly project activity report that details participation statistics of activities as required.
 2. The report will include a list of calls received from the State FURS Hotline with the following information:
 - i. The date and time of call and issue;
 - ii. Name of foster youth involved;
 - iii. Type of response (i.e.: in person, phone, etc.);
 - iv. Referral to other agency(ies) if any;
 - v. Outcome and follow up findings; and

- vi. Any other pertinent notes that will help the Department Social Services Worker (SSW) to prevent, reduce, decrease placement disruptions and preserve the relationship between the foster youth and their caregiver.
3. Reports shall be sent electronically in an Excel format as provided by Behavioral Wellness by the fifteenth (15th) calendar day of each month following the month in which services were rendered.
4. Contractor shall be subject to State or County monitoring activities necessary to assure compliance with regulations and contractual requirements.

10. ADDITIONAL REQUIREMENTS.

A. Criminal Records Check. Contractor shall ensure that all prospective and existing staff performing services as part of, related to, or in connection with this agreement shall have a criminal record check, and Contractor shall pay for any and all associated costs. The criminal record check shall consist of a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice.

B. Required Staff Records Check Form and Criminal Law Violation Notification.

1. Contractor shall complete and submit the Staff Records Check form (attached hereto as Attachment A-1) as appropriate for existing and prospective staff.
2. Prospective Contractor staff may commence services only after the results of the Live Scan have been reported to County and County deems the person suitable for work pursuant to this Agreement. Failure by Contractor to comply with the criminal record check requirements may result in withholding of invoice payments until compliant.
3. Contractor shall provide written notice, within twenty-four (24) hours of Contractor's knowledge, of any new criminal law violation by staff.

11. PROGRAM EVALUATION.

A. CONTRACTOR shall meet the following Performance Measures:

1. 95% of calls will be responded to timely (within 1 hour, but not to exceed 3 hours in extenuating circumstances for urgent calls and within 24 hours for non-urgent calls).
2. 90% of calls will be successfully de-escalated without the need for law enforcement or hospitalization.
3. 90% of foster youth will maintain community placement (parent/guardian/home based family placement) at 72-hour follow-up.
4. 90% of participants surveyed will express overall satisfaction with the FURS response.

12. COUNTY RESPONSIBILITY.

- A.** Provide administrative oversight of the FURS Program.
- B.** Designated Behavioral Wellness liaison will be available to provide updates on the FURS system and participate in FURS monthly or quarterly meetings, as scheduled.

Attachment A-8-1
STATEMENT OF WORK: MHS
FURS STAFF RECORDS CHECKS

ATTACHMENT A-1

STAFF (EMPLOYEES/VOLUNTEERS/SUB-CONTRACTORS) RECORD CHECKS

Contractor or Agency Name

Name of Program

Contractor's Signature

Date

NAME	DOB (mm/dd/yyyy)	E=Employee S=Subcontractor V=Volunteer	DMV Record Check Date Completed	CRIMINAL RECORD DECLARATION Date Signed	Live Scan Date Rec'd	County Use Only Approval Y/N
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐
		E ☐ S ☐ V ☐				Y ☐ N ☐

Santa Barbara County Probation Authorized Signature

Date

Santa Barbara County DSS Authorized Signature

Date

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B

GENERAL FINANCIAL PROVISIONS: MHS

(Applicable to programs described in Exhibit A-2 to A-8)

With attached *Exhibit B-1* MHS (Schedule of Rates and Contract Maximum), *Exhibit B-2* (Entity Budget by Program) and *Exhibit B-3* (Entity Rates and Codes by Service Type).

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MHS. For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

A. Performance of Services.

1. Medi-Cal Programs. For Medi-Cal specialty mental health programs, the County reimburses all eligible providers on a fee-for-service basis pursuant to a fee schedule. Eligible providers claim reimbursement for services using appropriate Current Procedural Terminology (CPT®) or Healthcare Common Procedure Coding System (HCPCS) codes. Exhibit B-3 MHS contains a rate for each Eligible Practitioner or Service Type and the relevant CPT®/HCPCS code.

2. Non-Medi-Cal Programs. For Non-Medi-Cal programs and costs, Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for deliverables as established in the Exhibit B(s) based on satisfactory performance of the services described in Exhibit A(s).

B. Medi-Cal Billable Services. The services provided by Contractor as described in Exhibit A(s) that are covered by the Medi-Cal program will be paid based on the satisfactory performance of services and the fee schedule(s) as incorporated in Exhibit B-1 MHS of this Agreement.

C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program(s), described in the Exhibit A(s), may not be reimbursable by Medi-Cal or may be delivered to ineligible clients. Such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.E (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount.

Specialty mental health services delivered to Non-Medi-Cal clients will be reimbursed at the same fee-for-service rates in the Exhibit B-3 MHS as for Medi-Cal clients, subject to the maximum amount specified in the Exhibit B-1 MHS. Due to the timing of claiming, payment for Non-Medi-Cal client services will not

occur until fiscal year end after all claims have been submitted to DHCS and the ineligible claims are identifiable.

When the entire program is not billable to Medi-Cal (i.e. Non-Medi-Cal Program), reimbursement will be on cost reimbursement basis subject to other limitations as established in Exhibit A(s) and B(s).

D. Limitations on Use of Funds Received Pursuant to this Agreement.

Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. For Contractor Programs that are funded with Federal funds other than fee-for-service Medi-Cal, expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

E. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

F. Beneficiary Liability for Payment.

1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
2. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.106(c).)

G. 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.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$9,238,690**, 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.

III. OPERATING BUDGET AND FEE FOR SERVICE RATES

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-3 MHS. Specialty mental health services provided to Non-Medi-Cal clients 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 and make fee-for-service rate changes to Exhibit B-3 MHS issued by the California Department of Health Care Services and may make rate changes to Exhibit 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-3 MHS for multi-year contracts annually. Any changes to Exhibit B-3 MHS shall not alter the Maximum Contract Amount and shall not require an amendment to this Agreement but shall be in writing.

B. Operating Budget. For Non Medi-Cal Programs, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MHS, Section VI (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

IV. QUALITY ASSURANCE (QA) / UTILIZATION MANAGEMENT (UM) INCENTIVE PAYMENT.

A. 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.

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 4 out of 6 shall attend 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. 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 is 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.

- 3. The Behavioral Wellness Director or designee may reallocate between the contract allocations on the Exhibit B-1 MHS at his/her discretion to increase or decrease the incentive payment. Reallocation of the contract allocations does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

V. ACCOUNTING FOR REVENUES.

- A. **Accounting for Revenues.** Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services

hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. For Non-Medi-Cal programs, grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.

- B. Internal Procedures.** Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

VI. REALLOCATION OF PROGRAM FUNDING.

Funding is limited by program to the amount specified in Exhibit B-1-MHS. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1-MHS between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year-end settlement and will notify Contractor of any reallocation during the settlement process.

VII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

- 1. Submission of Claims for Medi-Cal Services.** Services are to be entered into SmartCare based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal services approved to be claimed for the month, multiplied by the negotiated fee in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

If any services in the monthly Medi-Cal claim for the Contractor are denied by DHCS then these will be deducted from the subsequent monthly claim at the same value for which they were originally claimed.

2. Submission of Claims for Medicare Services

- i. **Provider Enrollment.** Contractors that provide service to clients that are eligible for both Medicare and Medi-Cal (AKA Medi-Medi) shall have Medicare eligible practitioner types enrolled in the Medicare program. The following are Medicare eligible licensed practitioners that provide service to County programs in this Agreement and must be enrolled in the Medicare program: Marriage and Family Therapist, Clinical Psychologist, Clinical Social Worker, Professional Clinical Counselor, Nurse Practitioner, Physician Assistant, and Medical Doctor. 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. *Opted-Out Medicare eligible practitioners are therefore ineligible service providers for Medi-Medi clients.*
- ii. **Medi-Medi.** The County won't assume financial responsibility or reimburse for services provided to Medi-Medi clients by ineligible service providers due to opting out of Medicare.
- iii. **Client Medicare Eligibility.** Contractor is responsible for identifying Medicare as a payor in the SmartCare EHR system. County only assumes financial responsibility for clients that are dual eligible for Medicare and Medi-Cal. Services provided to clients who have only Medicare, but not Medi-Cal are not eligible for reimbursement under this Agreement.
- iv. **Claims Adjudication.** For Medi-Medi client services, Contractor has the option to claim services to the Medicare fiscal intermediary directly or have the County process dual eligible claims on their behalf. If Contractor chooses to bill Medicare directly, Contractor is solely responsible to ensure proper Medicare registration and maintenance of such. Contractor shall notify Behavioral Wellness Fiscal within 30 days of the beginning of the contract term whether they want County to bill Medicare on their behalf. If the Contractor opts to bill the Medicare fiscal intermediary directly then they shall provide the County with Medicare claim(s) adjudication data which would allow the County to submit a crossover claim to the State Department of Health Care Services for the Medi-Cal adjudication and payment. If Contractor opts to bill Medicare directly then the claims adjudication data would be due monthly to Behavioral Wellness within 15 days following the close of each month.
- v. **Submission of Claims for Medicare Services.** For Medi-Medi client services, services are to be entered into the SmartCare EHR system based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be

submitted in accordance with State and federal regulations. Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

vi. **Claims Processing and Payment.**

Services provided to clients who are eligible for Medicare and Medi-Cal (Medi-Medi) will be claimed based on the guidelines outlined in the DHCS Billing Manual and Centers for Medicare & Medicaid Services (CMS) guidance. Contractor will be reimbursed for dual eligible clients at the Medi-Cal fee-for-service rates in the Exhibit B-3 consistent with the payment terms for Medi-Cal approved services. The Medicare payment received by the County will be reported to DHCS within the subsequent Medi-Cal claim, thereby reducing the charge to Medi-Cal by the paid Medicare amount. County will issue a single payment for the service, at the fee-for-service rate in Exhibit B-3. Alternatively, if Contractor bills Medicare directly, then the Medicare payment received by the contractor must be offset from the fee-for-service rates paid by the County or remitted to the County. Services for clients with Medicare coverage only (not Medi-Medi) shall not be entered into SmartCare EHR, nor processed or paid by County. The fee schedule in Exhibit B-3 is therefore not applicable for Medicare only clients. The Contractor is therefore solely responsible to follow all CMS regulations and provisions that govern Medicare beneficiary deductibles, co-pays and payments for services.

3. **Submission of Claims for Non Medi-Cal Programs.** Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VIII.A.1 (Submission of Claims for Medi-Cal Services) of this Exhibit B MHS. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.
4. **Timing of Payment.** The Program Contract Maximums specified in Exhibit B-1-MHS and this Exhibit B MHS are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

The Behavioral Wellness Director or designee shall review the monthly

claim(s) and invoices to confirm accuracy of the data submitted. County shall make payment for approved Medi-Cal claims within thirty (30) calendar days of the generation of said claim(s) by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto. Non-Medi-Cal programs will be paid within 30 days of the receipt of a complete invoice and all requested supporting documentation.

A. Monthly Financial Statements. For Non-Medi-Cal programs and costs, within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s).

B. Withholding of Payment for Non-submission of Service Data and Other Information. If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.

C. Withholding of Payment for Unsatisfactory Clinical Documentation. Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current client service plan when applicable authorities require a plan to be in place.

D. Claims Submission Restrictions.

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

E. Claims Certification and Program Integrity. Contractor shall certify that all

services entered by Contractor into County's EHR for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

F. Overpayments. If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

VIII. REPORTS.

- A. Audited Financial Reports.** Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- B. 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.

IX. AUDITS AND AUDIT APPEALS.

- A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.
- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.

- D. **Appeal**. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

X. CONTINGENCY PAYMENT PROVISIONS

A. Contingency Invoicing Plan (CIP)

If the SmartCare EHR system causes delays or challenges to the extent that services cannot be claimed (and paid to the provider) within 45 days of the service month-end, the County will activate the Contingency Invoicing Plan (CIP) outlined below:

1. **Notification and Submission.** Within 4 calendar days of determining that claiming will be delayed beyond the standard claiming window, the County will initiate the CIP and request the Contractor to electronically submit financial statements to FinanceCBO@sbcbswell.org.
2. **Review and Payment.** Upon receiving the financial statements, the County will review them. If found satisfactory, payment to the Contractor will be issued within 15 days. The payment will be calculated based on the lower of actual costs less applicable revenues or 1/12th of the Maximum Contract Allocation for Medi-Cal Patient Revenue on a cumulative year-to-date basis. If payment is based on actual costs, it will be further limited by the Medi-Cal penetration rate in the contract.
3. **Resolution and Adjustment.** If the EHR delays or challenges are resolved during the invoice processing period, payment will be based on the services claimed in the system instead of the CIP protocol. Any payments made under the CIP will be reconciled back to actual claimed services once the system claiming functionality is fully validated, and claiming issues are resolved.
4. **Monthly Determination.** The decision on whether to use the CIP will be made on a monthly basis, considering the prevailing circumstances.

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to program(s) described in Exhibit(s) A-2-A-8)

CONTRACTOR NAME: Casa Pacifica

FISCAL YEAR: 2024-2026

Contracted Service	Service Type	Provider Group	Practitioner Type (5)	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	0.02	\$368.91	13	\$4,796
			LPHA / Assoc. LPHA	8.13	\$238.73	5,382	\$1,284,829
			Certified Peer Recovery Specialist	0.00	\$188.58	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	22.25	\$181.33	14,729	\$2,645,636
				30.40		20,124	\$3,935,261

Contracted Service	Service Type	Reimbursement Method	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Short Term Residential Therapeutic Program (STRTP)	Fee-For-Service	\$50,000

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	2% of Medi-Cal for TBS & SAFTY	Fee-For-Service	\$61,075
	Outpatient Non-Medi-Cal Services (1)	Wraparound	Fee-For-Service (Paid by DSS)	\$42,600
	Quality Assurance & Utilization Management (2)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$157,409
	Prevention	Suicide Prevention Program	Cost Reimbursement	\$123,000
				\$384,084

Total Contract Maximum \$4,369,345

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	PROGRAM(S)						
	Therapeutic Behavioral Services (TBS)	Wraparound	Suicide Prevention for Youth	STRTP	SAFTY	FURS	
Medi-Cal Patient Revenue (4)	\$ 2,001,080	\$ 869,693	\$ -	\$ 50,000	\$ 1,052,682	\$ 11,806	\$ 3,985,261
Realignment QA / UM Incentive	\$ 80,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,042
Realignment Non-Medi-Cal Services	\$ 40,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,022
MHSA QA / UM Incentive	\$ -	\$ 34,788	\$ -	\$ -	\$ 42,107	\$ 472	\$ 77,367
MHSA Subsidy	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ 123,000	\$ -	\$ -	\$ -	\$ 123,000
Social Services Non-Medi-Cal Services	\$ -	\$ 42,600	\$ -	\$ -	\$ -	\$ -	\$ 42,600
MHSA Non-Medi-Cal Services	\$ -	\$ -	\$ -	\$ -	\$ 21,054	\$ -	\$ 21,054
TOTAL CONTRACT PAYABLE PER F	\$ 2,121,144	\$ 947,080	\$ 123,000	\$ 50,000	\$ 1,365,843	\$ 12,278	\$ 4,619,345
TOTAL CONTRACT PAYABLE FY 24	\$ 4,242,288	\$ 1,894,160	\$ 246,000	\$ 100,000	\$ 2,731,686	\$ 24,556	\$ 9,238,690

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

ADEF60E32CD64D8...

96D40AB0C0AD408...

- (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 of the agreement for required deliverables.
- (3) 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.
- (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.
- (5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

AGENCY NAME: Casa Pacifica Centers for Children and Families
COUNTY FISCAL YEAR: FY 24-26

LINE #	COLUMN #	1	2	3
		I. REVENUE SOURCES:	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Suicide Prevention for Youth
1		Contributions	\$ -	
2		Foundations/Trusts	\$ -	
3		Miscellaneous Revenue	\$ -	
4		Behavioral Wellness Funding	\$ 123,000	\$ 123,000
5		Other Government Funding	\$ -	
6		DSS SB	\$ -	
7		Total Other Revenue	\$ 123,000	\$ 123,000
		II. Client and Third Party Revenues:		
8		Client Fees	-	
9		SSI	-	
10		Total Client and Third Party Revenues	\$ -	\$ -
11		GROSS PROGRAM REVENUE BUDGET	\$ 123,000	\$ 123,000
		III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Suicide Prevention for Youth
		III.A. Salaries and Benefits Object Level		
12		Salaries & Benefits	\$ 112,000	\$ 112,000
13		Salaries and Benefits Subtotal	\$ 112,000	\$ 112,000
		III.B Services and Supplies Object Level		
14		Clinical Risk Assessment Trainings- Up to 20 at \$550 each; Commercial Sexual Exploitation of Children trainings at \$200 each	\$ 11,000	\$ 11,000
15		Services and Supplies Subtotal	\$ 11,000	\$ 11,000
		III.C. Client Expense Object Level Total (Not	\$ -	\$ -
16			\$ -	
17		SUBTOTAL DIRECT COSTS	\$ 123,000	\$ 123,000
		IV. INDIRECT COSTS		
18		Administrative Indirect Costs (Reimbursement limited to 15%)	\$ -	\$ -
19		GROSS DIRECT AND INDIRECT COSTS	\$ 123,000	\$ 123,000

EXHIBIT B-3
ENTITY RATES AND CODES BY SERVICE TYPE
CASA PACIFICA: BEHAVIORAL HEALTH PROVIDER FEES

Provider type	Hourly Rate (Avg. Direct Bill rate)	Taxonomy Codes
Psychologist/ Pre-licensed Psychologist	\$368.91	102L, 103G, 103T, 1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 225B
LPHA	\$238.73	
LCSW	\$238.73	106E, 1041
Peer Recovery Specialist	\$188.68	175T
Mental Health Rehab Specialist	\$181.33	146D, 146L, 146M, 146N, 171M, 174H, 1837, 2217, 224Y, 224Z, 2254, 225B, 225A, 2260, 2263, 246Y, 246Z, 2470, 274K, 374T, 376K, 3902, 4053
Other Qualified Providers	\$181.33	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

EXHIBIT B-3
ENTITY RATES AND CODES BY SERVICE TYPE
CASA PACIFICA: BEHAVIORAL HEALTH PROVIDER FEES (continued)

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96135	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30
96145	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
98965	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	5
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	15
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	25
99355	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
99358	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 (automatically added by SmartCare as appropriate)	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 125	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.

(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.

EXHIBIT C:
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

(For Professional Contracts version 2022 03 02)

(For contracts involving the care/supervision of children, seniors or vulnerable persons)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein,

and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

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

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

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

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

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

EXHIBIT D

CERTIFICATION

REGARDING LOBBYING

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

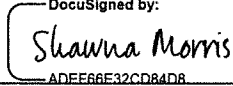
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

Casa Pacifica Center for Children and Families Name of Contractor Contractor Contract / Grant Number 6/13/2024 Date	Shawna Morris Printed Name of Person Signing for DocuSigned by:  ADEE68E32CD84D8 Signature of Person Signing for Contractor Chief Executive Officer Title
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After execution by or on behalf of Contractor, please return to:

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

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

Attachment 2

Approved by OMB
0348-0046**CERTIFICATION REGARDING LOBBYING**

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

(See reverse for public burden disclosure)

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

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

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

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

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

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

EXHIBIT E

PROGRAM GOALS, OUTCOMES, AND MEASURES

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

Casa Pacifica Mental Health Services					
Program Goals	Outcomes	STRTP	TBS	Wrap-around	SAFTY
Census Information	Unique Clients Served	#	#	#	#
	Unique Clients Discharged	#	#	#	#
1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care.	A. Incarcerations/Juvenile Hall	≤10	≤5	≤5	≤5
	B. Follow up after discharge from jail/juvenile hall within 7 days	≥95	≥95	≥95	≥95
	C. Crisis Services	≤10	≤10	≤10	≤10
	D. Psychiatric inpatient admissions	≤10	≤5	≤5	≤5
	E. Follow up after discharge from inpatient hospital within 7 days	≥95	≥95	≥95	≥95
2. Assist clients in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community	A. Stable/permanent housing	≥95	≥95	≥95	≥95
	B. Engaged in purposeful activity (educational, vocational, volunteer)	≥95	≥95	≥95	≥95
	C. Of those who discharged (#dc = denominator), % who transitioned to a higher level of care	≤15	≤15	≤15	≤15
	D. Of those who discharged (#dc = denominator), % who transitioned to a lower level of care (or graduated / discharged because care no longer needed or medical necessity not met)	≥85	≥85	≥85	≥85
3. Provide mental health and/or substance use services for children and their families in order to prevent out-of-home and out-of-county placements	A. New out-of-primary home placements (county & out-of-county)	N/A	≤5	≤5	≤5
	B. CANS (% completed)	≥95	N/A	≥95	≥95
	C. CANS Improvement in 3+ Domains (report % positive change by domain)	≥10 (ln 3 of 6)	N/A	≥10 (ln 3 of 6)	≥10 (ln 3 of 6)
	D. PSC (% completed)	≥95	N/A	≥95	≥95

Casa Pacifica PEI School-based Suicide Prevention		
Program Goals	Outcomes	PEI: SCHOOL-BASED SUICIDE PREVENTION
1. Increase number of students that receive suicide prevention trainings	A. Number of prevention workshops / activities for students on school campuses	6/year (Event Form: Training)
	B. Number of suicide prevention trainings for students (hosted)	10/year (Event Form: Training)
2. Increase number of school staff and others who work with youth that receive Suicide Risk Assessment Training	A. Number of Clinical Risk Assessment and/or Commercial Sexual Exploitation of Children trainings for school staff and other professionals in the community such as medical personnel, law enforcement, social workers, etc.	# (Event Form: Training)
3. Increase awareness of suicide prevention and behavioral health resources available in the school/community for students for students and parents	A. Disseminate information to students and parents at school events about how to access behavioral health services	18/year (Event Form: Outreach)
	B. Number of presentations for students and families on recognizing early signs of mental illness and accessing behavioral health services	4/year (Event Form: Training)

Casa Pacifica FURS		
Program Goals	Outcomes	FURS
Census Information	A. Total Number of Calls	#
	B. Total Number of Foster Youth	#
	C. Total Number of Participants Surveyed	#
1. Respond to Calls Timely and Effectively to De-Escalate Potential Crises	A. % calls responded to within 1 hour	≥95%
	A. % calls de-escalated without need for law enforcement or hospitalization	≥90%
2. Maintain youth stability in the community	A. % Foster Youth maintained community placement at 72-hour follow up	≥90%
	B. % participants surveyed who express satisfaction with the FURS response	≥90%

*Changes to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.