

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

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

AND

**FAMILY SERVICE AGENCY
OF SANTA BARBARA COUNTY**

FOR

**ALCOHOL AND DRUG PROGRAMS
AND
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 **Family Service Agency of Santa Barbara County**, a California non-profit corporation with an address at 123 W. Gutierrez, Santa Barbara, CA 93101 (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. Lisa Brabo at phone number (805) 965-1001 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: Lisa Brabo, CEO
 Family Service Agency of Santa Barbara County
 123 W. Gutierrez
 Santa Barbara, CA 93101
 Fax: 805-965-2178

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

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on **07/01/2023** and end performance upon completion, but no later than **06/30/2027** 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 from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

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

10. CONFLICT OF INTEREST.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

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: ADP SAPT/SABG) and EXHIBIT A-3 (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.**

- i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for

the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
- 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. **Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SUSPENSION FOR CONVENIENCE.

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 LAWS.

Contractor is expected to adhere to the healthcare privacy laws specified in Exhibit A-1, Section 5.A and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

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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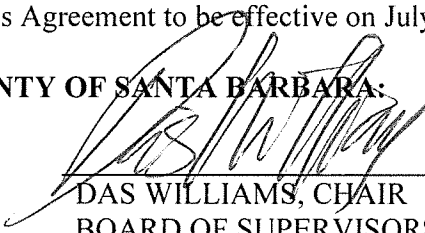
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Service Agency of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2023.

COUNTY OF SANTA BARBARA:

By: 

DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: 8-29-23

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 

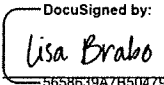
Deputy Clerk

Date: 8-29-23

CONTRACTOR:

Family Service Agency of Santa Barbara County

DocuSigned by:



5658639A7B50478
Authorized Representative

By:

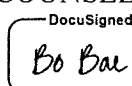
Name: Lisa Brabo

Title: Chief Executive Officer

Date: 8/17/2023

APPROVED AS TO FORM:

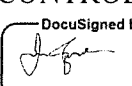
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 

CAFC05445C0F408...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

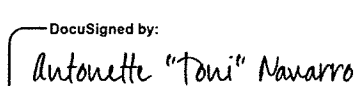
BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

By: 

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Deputy

RECOMMENDED FOR APPROVAL:

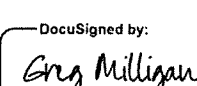
ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 

2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 

DC240AC1E64247D...
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

Alcohol and Drug Programs:

EXHIBIT A-1 General Provisions: ADP SAPT/SABG

EXHIBIT A-2 Primary Prevention Strengthening Families

Mental Health Services:

EXHIBIT A-3 General Provisions: MHS

EXHIBIT A-4 Intensive In-Home

EXHIBIT A-5 Managed Care Mental Health/Brief Therapy

EXHIBIT A-6 School-Based Mental Health

EXHIBIT A-7 Pathways to Well-Being

EXHIBIT A-8 Wellness Promotion for Seniors

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions: ADP

EXHIBIT B Financial Provisions: MHS

EXHIBIT B-1 Schedule of Rates and Contract Maximum: ADP

EXHIBIT B-1 Schedule of Rates and Contract Maximum: MHS

EXHIBIT B-2 Contractor Budget: ADP & MHS

EXHIBIT B-3 Entity Rates and Codes by Service Type: MHS

EXHIBIT B-4 Federal Award Identification Tables

EXHIBIT B-5 Sliding Fee Scale: ADP

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT E – PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT E Program Goals, Outcomes, and Measures – ADP

EXHIBIT E Program Goals, Outcomes, and Measures – MHS

EXHIBIT A
STATEMENT OF WORK

ALCOHOL AND DRUG PROGRAMS

EXHIBIT A-1 GENERAL PROVISIONS - ADP SAPT/SABG

The following provisions shall apply to all Alcohol and Drug programs operated under this Agreement, included as Exhibit A-2, as though separately set forth in the scope of work specific to each Program.

1. PERFORMANCE.

A. Compliance with County, State and Federal Requirements. Contractor shall abide by all applicable provisions of the Performance Agreement between the County and the Department of Health Care Services, Agreement Number 21-10112, which is required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding, and is incorporated by this reference.

1. Pursuant to Title 42 United States Code section 300 et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.
2. The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. The Contractor is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.
3. Contractor shall abide by all relevant provisions of law governing the Substance Abuse Prevention and Treatment Block Grant (SABG) including, but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.

B. Compliance with Expenditure Requirements. Compliance with the expenditure requirements of Welfare and Institutions Code section 17608.05.

C. Compliance with Patient Rights Requirements. Compliance with all provisions and requirements in law pertaining to patient rights.

D. Compliance with Data Requirements. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code.

2. STAFF.

A. Training Upon Hire and Annually Thereafter. Contractor shall ensure the following training, including through attendance at County-sponsored training sessions as required, to each Program staff member, within thirty (30) days of the date of hire or beginning services, and at least once annually thereafter (unless otherwise indicated):

1. For Prevention Programs:

- i. HIPAA Privacy and Security Training;
- ii. 42 C.F.R., Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training; and
- vi. "Data Reporting System" for staff with responsibility for submitting contract deliverables.

B. Additional Mandatory Trainings: Contractor shall ensure the completion of the following mandatory trainings. In order to meet this requirement, trainings must be provided by the County, or must be approved by the County QCM Manager, or designee, as equivalent to the County-sponsored training. Program staff must complete the following additional trainings at least once annually:

1. For Prevention Programs: Training to ensure that program staff have the capacity to implement all prevention services including:

- i. Contractor shall work with County Evaluation Consultant to participate in all evaluation processes;
- ii. Contractor shall collect and report program measurements; and
- iii. All applicable evidence-based prevention models and programs as agreed between provider and County in writing.

C. Overdose Prevention Training. Contractor shall:

1. Ensure all direct service staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Behavioral Wellness; and
2. Make available and distribute prevention overdose materials, as provided by Behavioral Wellness, to all staff and clients.

D. Experienced Staff for Direct Client Services. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.

E. Notice of Staffing Changes Required. Contractor shall notify QCM ADP BwellQCMADP@sbcbwell.org and BWell Contracts at bwellcontractsstaff@sbcbwell.org immediately when staff unexpectedly separates from employment or is terminated, or within 30 days of the expected last day of employment or for staff planning a formal leave of absence in alignment with the *Policy 14.000 Information Systems for Workforce Access and Termination* at <https://cosantabarbara.app.box.com/s/jlwbnuachznge426crkj6poy7fmdw5g0/file/711466>

593727. Additionally, Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. (Reports).

- F. Staff Background Investigations.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- G. Staff Removal for Good Cause Shown.** County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.
- H. Denial or Termination of Facility Access.** 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 who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- I. Staff Disqualification.** Disqualification, if any, of Contractor staff, pursuant to this Section 2. (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.

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

- A. Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates. 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, 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.

4. **REPORTS.**

- A. Staffing Reports.** Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by the County, and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- B. 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 shall 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/or Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and the number of clients admitted or discharged;
4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and County. Changes to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by the Contractor and the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount. In addition, Contractor may include in its report any other data that demonstrate the effectiveness of Contractor's programs; and
5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.

*The following highlighted provisions are required if the contract includes Prevention Programs. Delete this section if no Prevention Programs:

C. Prevention Programs. In accepting funds for prevention services from County, Contractor agrees to submit the following reports, to County:

1. Monthly "Data Reporting System" electronic data. Contractor shall document all project activities in "Data Reporting System";
2. Monthly Service Delivery Data. Contractor shall enter all service delivery data documenting all activities into "Data Reporting System" according to budgeted Center for Substance Abuse Prevention (CSAP) strategy on a minimum of a monthly basis;
3. **Quarterly Reports.** Contractor shall enter all service delivery data documenting all Champion activities into the Contract Review Reporting Template; and
4. Submit Other Data Collected. Contractor shall submit all environmental data collected and survey or focus group results to the ADP evaluator.

D. Annual Mandatory Training Report.

1. Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 30th of each year unless requested earlier by County.

E. Additional Reports.

1. Contractor shall maintain records and make statistical reports as required by County State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports 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 30 days for Contractor to respond.

2. Contractor shall submit data annually, 30 days after the end of each Fiscal Year or as otherwise directed by County, via a report of the total number of Charitable Choice referrals necessitated by religious objection and any other information required in a format, prescribed by the County and or DHCS.

The Charitable Choice provisions (42 U.S.C. § 300x-65 et seq.; 42 U.S.C. § 290kk et seq.; 42 C.F.R. Part 54a) allow religious organizations to provide SAMHSA-funded SUD services without impairing their religious character and without diminishing the religious freedom of those who receive their services.

These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide SUD prevention and treatment services under SABG.

5. **CONFIDENTIALITY.**

- A. Contractor agrees, and Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibits D and F of the Performance Agreement (No. 21-10112); and Paragraph 34 (Compliance with Privacy Laws) of this Agreement, to the extent that these requirements are 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.

6. **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 training 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 culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also 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. Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

7. 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 805-681-5113 or at BWellQCMADP@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. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 - 4. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at <https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y>.
- 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).

8. MONITORING.

- A. Contractor agrees to abide by 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, as required by the Performance Agreement, Agreement Number 21-10112.
- 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 this Agreement are identified by County. Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAPs shall be submitted within the required timeframes and shall be documented using the template provided, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.
- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of 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.

9. COLLABORATIVE MEETINGS.

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.

10. 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 10(B)(1) through 10(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.** Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 10 and 13, respectively) in all subcontracts to perform work under the Agreement.

11. DEFINITIONS.

The following term used throughout this Agreement shall have the meaning as set forth below.

- A. **Substance Abuse Mental Health Services Administration (SAMHSA).** SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

12. STATE CONTRACT COMPLIANCE.

- A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress, or any statute 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.

13. ADDITIONAL REQUIREMENTS FOR SABG/SAPT-FUNDED SERVICES.

- A. **General Provisions.** The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (C.F.R.), Part 75. This Agreement is a subcontract of the subaward to County of the federal award to DHCS. Contractor agrees, as a condition of receiving SABG funds, to the terms in this Section 13.
1. **Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 2. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
 3. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
 4. **Debarment and Suspension.** Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If Contractor subcontracts or employs an

excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

5. **Restriction on Distribution of Sterile Needles.** No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
6. **Nondiscrimination and Institutional Safeguards for Religious Providers.** Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
7. **Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
8. **Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards>.
9. **Intravenous Drug Use (IVDU) Treatment.** County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).
10. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to individuals receiving treatment.
 - ii. Reduce barriers to patients' accepting TB treatment.
 - iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
11. **Trafficking Victims Protection Act of 2000.** Contractor and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.
12. **Marijuana Restriction.** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of

clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

13. **Adolescent Best Practices Guidelines.** Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf
14. **Byrd Anti-Lobbying Amendment (31 USC 1352).** Contractor certifies 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 USC 1352. Contractor shall also disclose to County and DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. **Nondiscrimination in Employment and Services.** Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for County or DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided under County's Performance Agreement (No. 21-10112).
16. **Information Access for Individuals with Limited English Proficiency.**
 - i. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
 - ii. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a. Materials explaining services available to the public;
 - b. Language assistance;
 - c. Language interpreter and translation services, or
 - d. Video remote language interpreting services.
17. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 C.F.R., Section 75.302(b)(1) through (4) and (b)(7), and 45 C.F.R., Section 96.30.
18. The following provisions of Enclosure 5 of the SABG Biennial Funding Allocation and Application Instructions State Fiscal Years 2022-23 and 2023-24 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.

B. Federal Law Requirements.

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

C. State Law Requirements.

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No federal funds shall be used by Contractor or its subcontractors for sectarian worship, instruction, or proselytization.
5. No federal funds shall be used by Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

D. Additional Control Requirements.

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
 - i. Health and Safety Code Division 10.5 Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
 - ii. C.C.R. Title 9, Division 4, commencing with Chapter 1.
 - iii. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds, commencing with Section 16366.1.
 - iv. Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing at Section 53130.
 - v. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21 Block Grants for Prevention and Treatment of Substance Abuse.
 - vi. C.F.R. Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - vii. Title 45, CFR Part 96, Block Grants.
 - viii. Title 42, CFR Part 2, Confidentiality of Substance Use Disorder Patient Records.
 - ix. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
 - x. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
 - xi. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 75 and Part 96 in the expenditure of SABG funds.
4. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to the SABG Biennial Funding Allocation and Application Instructions State Fiscal Years 2022-23 and 2023-24 in Enclosure 4.
5. Restrictions on Salary. Contractor agrees that no part of any federal funds provided under this Agreement shall be used by the Contractor or its subcontractors to pay the

salary and wages of an individual at a rate in excess of Level II of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SABG funds used to pay a salary in excess of the rate of basic pay for Level II of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level II rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds.

EXHIBIT A-2
STATEMENT OF WORK: ADP
PRIMARY PREVENTION – STRENGTHENING FAMILIES

1. **PROGRAM SUMMARY.** The Contractor shall provide Family Support Services (hereafter “the Program”) to youth and families (hereafter “clients”) who have emotional or behavioral difficulties and who may benefit from family support. Program staff work as a team to address family strengthening through a system of patterns of interactions, positive reinforcement, and enhancing the family dynamic using communication through an effective evidenced-based program. Program services are structured to maximize clients’ existing strengths, assets and capacities. The Program provides interventions, linkages, and services for on-going support for learning, behavior, substance abuse, and emotional problems. The Program will implement the Strengthening Families Program (SFP), which is a nationally and internationally recognized parenting and family strengthening program for high-risk and general population families. SFP is an evidence-based family education and skills training program found to significantly improve parenting skills and family relationships, reduce problem behaviors, delinquency and alcohol and drug abuse in children, and to improve social competencies and school performance. The Program shall serve the Lompoc, Santa Barbara, and Santa Maria areas. The Program shall be located at the location(s) set forth in this Section 1 (Program Summary) unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.
 - A. South County headquarters - 123 West Gutierrez, Santa Barbara, California;
 - B. Mid-County headquarters - 101 South B Street, Lompoc, California; and
 - C. North County headquarters - 105 N. Lincoln Street, Santa Maria, California.
2. **PROGRAM GOALS.** Contractor shall:

Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals available at: <http://countyofsb.org/behavioral-wellness/asset.c/5010>. Each goal is linked to objectives identified in the SPP and strategies identified in the Substance Abuse and Mental Health Services administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies, <http://www.samhsa.gov/prevention>. Contractor shall implement these CSAP strategies for the purpose of accomplishing prevention outcomes as identified in the SPP as follows:

 - A. Decrease underage drinking.
 - B. Decrease marijuana use among youth.
3. **DEFINITIONS.**
 - A. **Primary Prevention – Universal Prevention:** Primary Prevention programs are paid by Substance Abuse Prevention and Treatment (SAPT) Prevention Set Aside funding and must be used to implement universal prevention strategies. Universal prevention strategies address the entire population (national, local community, school and neighborhood) with messages and programs aimed at preventing or delaying the abuse of alcohol, tobacco, and other drugs. For example, it would include the general population and subgroups such as pregnant women, children, adolescents, and the elderly. The mission of universal

prevention is to prevent the problem. All members of the population share the same general risk for substance abuse, although the risk may vary greatly among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance abuse risk. The entire population is assessed as at-risk for substance abuse and capable of benefiting from prevention programs.

B. CSAP Strategy: SAMHSA CSAP has classified prevention into the following six strategies, as defined by Federal Register, Volume 58, Number 60, March 31, 1993, and detailed in the Provider Reference Manual: *Information Dissemination; Education; Alternatives; Problem Identification and Referral; Community-Based Process; and Environmental*. The specific CSAP strategies and service codes Contractor shall implement are detailed in Section 4 (Services).

4. **SERVICES.** Contractor shall provide the following services to implement Universal Prevention strategies, as described herein, and in accordance with Exhibit E Program Goals, Outcomes, and Measures - ADP:

A. Implementation of All Aspects of the Strengthening Families Program (SFP).

Contractor shall adhere to the curriculum requirements of the SFP <https://strengtheningfamiliesprogram.org/>

1. Contractor shall implement the Strengthening Families curriculum to a minimum of thirteen to twenty-one (13-21) underserved families in each of the designated regions of Santa Barbara County (South, West, and North).
2. Contractor shall conduct a total of eight (8) classes regionally, inclusive of two (2) in Santa Barbara, two (2) in Lompoc, one (1) in Santa Ynez Valley, and three (3) in Santa Maria.
3. Contractor shall focus on parents and youth within high-risk families, specifically with youth ages 7-17 years old.
4. Contractor shall provide the full ten to fourteen (10-14) week SFP sessions a minimum of two (2) times per year.
5. Contractor shall facilitate separate English and Spanish-speaking groups based on the primary language of the families who are registered for the Program.
6. Contractor shall provide a family meal in conjunction with each SFP weekly session.
7. Contractor shall coordinate childcare for younger siblings as needed.
8. Contractor shall implement outreach and educational services for families to learn about risks of alcohol and drug use, and increase protective factors for youth to reduce underage drinking and other substance use. (CSAP Strategies: *Education, Information Dissemination*.)

5. **STAFFING.** 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 shall provide the following staffing:

1. 0.57 full-time equivalent (FTE) trained facilitators/educators;

2. 0.24 FTE childcare providers;
 3. 0.05 FTE site coordinators;
 4. 0.05 FTE Program Data Compliance Specialist who shall be solely dedicated to the data analysis and structuring of the data and reports for required program outcomes and impact; and
 5. 0.06 FTE supervisory staff (which includes Clinical Supervisor, Clinical Director, Program Director, Program Supervisor).
- B.** Contractor shall identify a minimum of two (2) Program staff to participate in a County-sponsored SFP training in order to serve as facilitators for the Strengthening Families Program and participate in on-going technical assistance as identified.
- 6. ADDITIONAL PROGRAM REQUIREMENTS.**
- A.** Contractor shall work closely with County staff to ensure a two-way flow of communication for effective Program implementation and to receive technical assistance as needed.
- B.** Contractor shall partner and collaborate with other County funded Prevention Providers, including:
1. Attendance at monthly Partners in Prevention meetings to receive technical support as needed toward program goals and outcomes.
- C.** Contractor shall collaborate with County staff in order to collect and maintain all data entry requirements as follows:
1. Implement the designated SFP pre- and post-tests as designed.
 2. Submit SFP pre- and post-tests as instructed by County.
 3. Enter data monthly into the DHCS “Data Reporting System”, previously *Primary Prevention Substance Use Disorder Data (PPSDS)* system, using the *Data Quality Standards for Prevention Services (January 2021)*.
 4. Completion of Contract Review Reporting Template on a quarterly basis.
 5. Additional reporting and data collection as needed.
- D.** Contractor shall prepare for and participate in annual County monitoring site visits and shall provide current information to County on all program activities, including:
1. Contractor shall provide County with thirty (30) days’ advance written notice of training sessions and public or community events that the Contractor plans to sponsor.
 2. Contractor shall submit to County all media campaigns and outreach materials for approval prior to distribution.
 3. Contractor shall submit to County all evaluation, pre- and post-test and survey results summaries.
 4. Contractor shall prepare documentation and materials to review in advance of County formal site visits.

5. Contractor shall complete any Corrective Action Plans (CAP) generated by the County as a result of formal site visits. CAPs are due within thirty (30) days of receipt.
 6. Contractor shall enter collected data into FSA's database.
 7. Contractor shall monitor number of sessions, class attendees, overall class completions, family completions, partial family completions, youth clients, and adult clients.
 8. Contractor shall provide data and summary to SUD/ADP Evaluator for analysis.
- E. Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community-based organizations, as applicable.
 - F. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.
 - G. Contractor shall attend Behavioral Wellness ADP Provider meetings as needed to receive information and support to implement prevention programs.
 - H. Contractor shall attend all Partners in Prevention (PIP) meetings and participate in all County-sponsored prevention trainings.
 - I. Contractor shall attend relevant conferences and trainings related to Alcohol and Drug Prevention, youth leadership and development, environmental strategies, and best practices.
 - J. Contractor shall attend grant writing workshops or participate in training that increases Contractor's ability to sustain programs and Contractor capacity.

MENTAL HEALTH SERVICES

EXHIBIT A-3- MHS GENERAL PROVISIONS

The following provisions shall apply to all Mental Health programs operated under this Agreement, included as Exhibits A-4 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. California's Mental Health Services Act (MHSA) and regulations applicable to the MHSA at California Code of Regulations, Title 9, Sections 3100 through 3995;
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.

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*.

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; and
 - 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.
- B. **Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials,

competency tests, and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.

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.
3. If Contractor receives MHSA PEI funding, Contractor 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.

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, and 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) 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 Psychiatric 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) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also 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 VII.I (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 Incident 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 bwelcontractsstaff@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 Medical 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 cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 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.

8. **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);
 6. MHSA Overview Training (only at hire, not annually); and
 7. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.
- B. Training Requirements for Mental Health Staff who provide direct service/document in SmartCare. The following trainings must be completed at hire and annually thereafter:
 1. Documentation;
 2. Assessment and Treatment Plan;
 3. Child and Adolescent Needs and Strengths (CANS) assessment training and certification exam, if the service provider works with clients under the age of 21;
 4. 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>.

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 Information 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* 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 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 Information 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-4
STATEMENT OF WORK: MHS
INTENSIVE IN-HOME SERVICES

1. **PROGRAM SUMMARY.** The Intensive In-Home Services Program (hereafter “the Program”) is a home-based model of intensive mental health service delivery developed to help a child (hereafter “client”) and their family to solve problems in the home environment. Program staff demonstrate and implement evidence-based practices with the family as a means to improve client behavior and provide structure and routine to the home environment. The Program offers intensive, individualized, and if clinically indicated, family counseling services to children and youth and their families in community locations best suited for the client and the family’s needs. Intensive In-Home is for children that meet moderate to severe impairments and require intensive coordination. Program staff seek to develop, support and empower family units by identifying strengths and needs and teaching problem solving skills. Services are aimed at preventing further incidents of behavioral, emotional or social disturbance that may lead to out-of-home placement. The Program shall serve the Lompoc and Santa Maria areas and shall be headquartered at the following locations. The Program shall be located at the location(s) set forth in this Section 1 (Program Summary) unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.
 - A. 101 South B Street, Lompoc, CA 93436; and
 - B. 105 N. Lincoln St., Santa Maria, CA 93458.
2. **PROGRAM GOALS.** Contractor shall:
 - A. Keep families together by reducing crisis in the home environment;
 - B. Prevent out-of-home, out-of-county, or foster placement of the client;
 - C. Reduce “at-risk” behavior such as self-injurious behavior, criminal activity, and substance use;
 - D. Reduce hospitalizations;
 - E. Stabilize the client and family who reside together; and
 - F. Improve the family’s level of functioning and the quality of life for the client through the use of various educational, behavioral and clinical interventions.
3. **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.

- i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client between the ages of 0 and 21. The CANS 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, Department of Social Services, Child Welfare Services (CWS) and/or Santa Barbara County Probation Department (Probation) with a Release of Information for open CWS and/or 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 Contractor 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 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's 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 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.

- 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 client or the client'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://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 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. 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.
- 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 within the guidelines of the *Katie A. Core Practice Model* in accordance with the client's treatment plan. 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 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.
- B. Contractor shall utilize a variety of effective evidence based treatment modalities to provide intensive in-home interventions. Intensive in-home interventions may include:
 - 1. Assisting family members with stress management;
 - 2. Building communication skills;
 - 3. Teaching anger management skills;
 - 4. Teaching and modeling effective parenting skills;
 - 5. Working with biological parents and the clients as needed to assist with reunification;
 - 6. Assisting families to develop links to community partners and encouraging and empowering families to use those resources. Examples may include clergy, family members, and friends;

7. Developing and guiding parents in behavioral interventions;
8. Using evidence-based practices to identify and reinforce appropriate family roles and relationships;
9. Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms; or
10. Utilizing a recovery-oriented strengths-based approach in delivering treatment services.

C. Use of other Behavioral Wellness Community Based Organization (CBO) or mental health providers require authorization and review with Behavioral Wellness Team Supervisor or Regional Manager.

4. OPERATIONS.

A. Service Intensity.

1. Contractor shall provide at least two (2) face-to-face services every week for each client, for an average of four (4) hours of service per client per week, with either four (4) one (1) hour visits or two (2) two (2) hour visits during the course of treatment. Service levels shall be based upon individualized needs of the client and may be adjusted to prevent client's move to a higher level of care.
2. Services provided by Contractor under this agreement shall be authorized by County for up to six (6) months upon client's admission into the Program. Additional Program services will require review and approval by the Behavioral Wellness Treatment Team. Behavioral Wellness Regional Manager will meet monthly to be a liaison and to collaborate with Contractor on mutually shared cases. For the cases that are not mutually shared, the Regional Manager/Supervisor will participate in discussion on the need for potential services, new intakes, and possible discharges. The goal of treatment is to improve the family's functioning and stability so that intensive services are not required beyond the six (6) month authorization.

B. Treatment Location. The primary service location will be community locations best suited for the client and family's needs or in the field (i.e. home, parks, and schools).

C. Staff to Client Caseload Ratios. The Program shall operate with a staff to Intensive In-Home (IIH) client ratio that ranges from seven (7) to ten (10) clients per one (1.0) FTE staff member.

D. Hours of Operation and Staff Coverage. Contractor shall operate a schedule which shall be flexible to accommodate the client and family, and allow Contractor's staff to meet with the client in their treatment location Monday through Friday, including evenings and weekends, as needed. Contractor is not expected to provide availability for crisis response twenty-four hours a day, seven days per week.

5. CLIENTS AND PROGRAM CAPACITY.

A. Contractor shall provide services described above in Section 3 (Services) to an average of sixty-three (63) to ninety (90) clients for Santa Maria and Lompoc at any given time (staff to client ratio 1:7 to 1:10) aged 0 to 21 years, diagnosed with serious emotional disturbance (SED) or Medi-Cal beneficiaries diagnosed as needing specialty mental

health services, as described in Title 9, Chapter 11, CCR, and to their families.

- B. Contractor's caseload may fluctuate if clients shift between programs (with prior discussion and permission from County) including Contractor's Pathways to Well-Being Program as described in Exhibit A-7. The County desires dedicated staff for each contracted program.

6. ADMISSION CRITERIA.

- A. Clients shall be moderate to severe in functioning children and youth who have a diagnosis of SED or who are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and assessed at a high level of risk based on County's outcomes and level of care instrument, as directed by Behavioral Wellness.

7. REFERRALS.

- A. Contractor shall admit clients referred by the Behavioral Wellness Children's Clinic or from CWS Pathways to Well-Being (aka *Katie A.*), that appear to be Subclass (moderate-to-severe) level clients.
- B. Contractor shall respond to referrals and initiate services for those clients that are admitted within three (3) business days.
- C. Contractor shall not carry a waiting list and shall refer back to the County any client for whom Contractor is unable to initiate service within stated timelines above in this Section 7 (Referrals).
- D. **Referral Packet.** Contractor shall have shared access to Behavioral Wellness' client file and shall access the file for each client referred and treated to review the following:
 - 1. A copy of the County Referral form or CWS Pathways to Well-Being (*Katie A.*) screening/referral.
 - 2. A client face sheet listing all of the County programs to which the client has been admitted over time and is currently admitted, including hospitalizations.
 - 3. A copy of the initial or most recent comprehensive assessment.
 - 4. A copy of the most recent medication record and health questionnaire.
 - 5. A copy of the currently valid Client Service Plan, as described below in Section 8 (Client Service Plan), indicating the goals for client enrollment in the Program and identifying the Contractor as service provider.
 - 6. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet.
 - 7. Other documents as reasonably requested by County.

8. CLIENT SERVICE PLAN.

- A. Behavioral Wellness shall complete an Initial Assessment or Comprehensive Assessment (depending on need). Contractor shall complete the Comprehensive Assessment (when Initial Assessment has been completed by Behavioral Wellness) and the Treatment Plan for each client referred to Intensive In-Home Services.
- B. Contractor shall develop an appropriate Treatment Plan with treatment goals specific to appropriate level of care for Intensive In-Home services for each client.

C. Contractor shall participate in clinical care collaborative meetings with Behavioral Wellness Psychiatrists, as indicated. All cases will be reviewed at a minimum of monthly.

9. **DISCHARGE PLAN.** Contractor shall develop a discharge plan that is responsive to the client's needs and personal goals. 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 <http://countyofsb.org/behavioral-wellness>.

A. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. 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 Behavioral Wellness Psychiatrist and Contractor. 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; or
5. Client and family relocating from the Program's service area.

10. **DOCUMENTATION REQUIREMENTS.**

- A. Assessment: Contractor shall complete a comprehensive assessment.
- B. Client Service Plan. The Contractor shall complete a Treatment Plan for each client receiving services.
- C. For clients already open to Behavioral Wellness, Contractor shall have shared access to Behavioral Wellness' client file, and shall access the file for each client referred and treated, which shall contain the following terms:
1. A copy of the County referral form.
 2. A client face sheet, listing all of the County programs to which the client has been admitted over time and is currently admitted, including hospitalizations.
 3. A copy of the most recent initial assessment, comprehensive assessment, or assessment update.
 4. A copy of the most recent medication record and health questionnaire.
 5. A copy of the currently valid Client Service Plan, as described above in Section 8 (Client Service Plan), indicating the goals and interventions for client enrollment in the Program.
 6. Client's Medi-Cal Eligibility Database Sheet (MEDS).
 7. Other documents as reasonably requested by County.

11. **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. Direct service staff for the Program shall be as follows:

1. 8.90 FTE Therapists (4.0 FTE in Lompoc and 4.9 FTE in Santa Maria).

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, 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 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:

- 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. 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*.

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

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

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

EXHIBIT A-5

STATEMENT OF WORK: MHS

MANAGED CARE MENTAL HEALTH/BRIEF THERAPY SERVICES

1. **PROGRAM SUMMARY.** Managed Care Mental Health/Brief Therapy (hereafter “the Program”) is designed to serve children and adults (hereafter “clients”), who are Medi-Cal beneficiaries who meet medical necessity criteria as defined in Title 9, California Code of Regulations Section 1830.210, and their families. The Program shall provide clients and their families with brief therapy which is time-limited and problem focused and is not intended to be long-term treatment. The Program shall serve the Santa Barbara, Lompoc and Santa Maria areas and shall be located at the following locations. The Program shall be located at the location(s) set forth in this Section 1 (Program Summary) unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.
 - A. 123 W. Gutierrez Street, Santa Barbara, California;
 - B. 101 South B. Street, Lompoc, California; and
 - C. 105 N. Lincoln Street, Santa Maria, California.
2. **PROGRAM GOALS.** Contractor shall:
 - A. Maintain clients 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 family strengths, culture, vision, and needs;
 - D. Prioritize family needs to create a Client Service Plan that will help meet those needs; and
 - E. Carry out the Client Service Plan, as described below in Section 7 (Documentation Requirements), one need at a time until the client no longer requires Program support because the family’s vision has been achieved.
3. **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 utilize a variety of effective evidence-based treatment modalities and other promising practices known to be effective with the population served.
 - B. 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 between the ages of 0 and 21. The CANS 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, Department of Social Services, Child Welfare Services (CWS) and/or Santa Barbara County Probation Department (Probation) with a Release of Information for open CWS and/or 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 Contractor 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 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's 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 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.

- 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 client or the client'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 client'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 CCR 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 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.
 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 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
4. **OPERATIONS.**
- A. **Treatment Location.** Services shall be provided primarily at Contractor's offices but may also be provided at the client's home, or in the community as needed.
 - B. **Staff to Client Caseload Ratios.** The Program shall operate with an average client to staff ratio of approximately twenty (20) clients for one (1.0) FTE.
5. **CLIENTS.** Contractor shall provide Program services to clients diagnosed with serious emotional disturbance (SED), serious mental illness (SMI), or to Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and to their families.

6. REFERRALS.

- A. Contractor shall admit clients who are referred by Behavioral Wellness. Contractor may provide services to clients who individually request services with no referral source, but must report timeliness data to the Behavioral Wellness QCM Division via County's EHR for those clients.

7. DOCUMENTATION REQUIREMENTS.

- A. Client Service Plan. Contractor shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual.
- B. Client Documentation. Contractor shall maintain the following client documentation within its electronic files, for each client referred and treated:
1. Client assessment.
 2. Care Plan.
 3. Supporting progress note documentation.

8. DISCHARGE PLAN. Contractor shall develop a discharge plan that is responsive to the client's needs and personal goals. 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 <http://countyofsb.org/behavioral-wellness>.

9. DISCHARGE CRITERIA. The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:

- A. Treatment goals have been sufficiently met;
- B. The determination by Contractor or Behavioral Wellness that the treatment goals have not been met. Contractor shall provide the client and family with referrals to more appropriate treatment;
- C. 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 level of services provided by the Program;
- D. The client's request to terminate services; or
- E. Client and family relocating from the Program's service area.

10. STAFFING. 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. Direct service staff for the Program shall be as follows:
1. 1.91 FTE Therapists.
- 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, 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 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:
 - 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. 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*.
5. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
6. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
7. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

EXHIBIT A-6**STATEMENT OF WORK: MHS****SCHOOL-BASED MENTAL HEALTH SERVICES**

1. **PROGRAM SUMMARY.** The School-Based Mental Health Program (hereafter “the Program”) offers mental health services to students (hereafter “clients”) who have emotional or behavioral difficulties and who may benefit from counseling support. The Program shall include Support, Treatment, Advocacy and Referral Team (START) services in Carpinteria, which provides services to clients with co-occurring substance abuse and mental health issues. Program staff work as a team with school staff to address the client’s social-emotional development, prevent mental health and psychosocial problems, and enhance the client’s ability to adapt and cope with changing life circumstances. Program services are structured to maximize the client’s existing strengths, assets and capacities. The Program provides intervention, linkage, and services to intervene as soon as feasible at the onset of learning, behavior, substance abuse and emotional problems. The Program shall serve the Carpinteria, Lompoc, and Santa Barbara areas. The Program’s South County headquarters shall be at the following locations. The Program shall be located at the location(s) set forth in this Section 1 (Program Summary) unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.
 - A. 123 West Gutierrez, Santa Barbara, California; and
 - B. 101 South B. Street, Lompoc, California.
2. **PROGRAM GOALS.** Contractor shall:
 - A. Maintain the client’s enrollment in the school system;
 - B. Teach clients improved decision making skills to reduce instances of disciplinary actions or expulsion;
 - C. Develop a comprehensive, multifaceted and cohesive continuum of school and community interventions to address barriers to learning and promote the client’s healthy development; and
 - D. Prevent out-of-home or out-of-county placement of the client.
3. **SERVICES.** Contractor shall provide the following services to students enrolled at schools designated by County within the Carpinteria, Santa Barbara, Hope and Lompoc Unified School Districts as described below in Section 4 (Treatment Locations):
 - A. Contractor shall operate an office at each campus, as agreed with the School District, to allow clients the opportunity to voluntarily seek mental health counseling as they so choose.
 - B. Contractor shall provide the following array of 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 between the ages of 0 and 21. The CANS 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, Department of Social Services, Child Welfare Services (CWS) and/or Santa Barbara County Probation Department (Probation) with a Release of Information for open CWS and/or 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 Contractor 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 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's 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 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.

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 client or the client'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 client'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 CCR 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 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.
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 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

4. **TREATMENT LOCATIONS.**

- A. Services shall be provided at campuses within the Santa Barbara, Hope and Lompoc Unified School Districts.
- B. START Teams shall be located at each campus in the Carpinteria Unified School District (CUSD).

5. **CLIENTS AND PROGRAM CAPACITY.**

- A. Contractor may provide school based mental health services to any client who requests services so long as they are enrolled at one of the designated schools.
- B. Services may also be provided to clients' family members.
- C. Contractor shall offer consultation, support and information directly to school personnel, including teachers, and administrative personnel.
- D. Contractor shall provide the School Based Counseling services described above in Section 3 (Services) to an average caseload of one hundred thirty-five (135) clients; the Carpinteria START Teams shall provide services to an additional average caseload of thirty-four (34) clients.

6. ADMISSION CRITERIA

- A. School Based Counseling. Although Contractor may provide Program services to any client enrolled at the designated schools, County shall only reimburse Contractor for school based mental health services provided to clients who:
 - 1. Are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11; and
 - 2. Have an open case file (episode) entered by Contractor into County's Electronic Health Record (EHR) system.
- B. Carpinteria START. For the Carpinteria START program, County will reimburse Contractor for clients who have an open case file (episode) entered by Contractor into County's EHR system, but are not Medi-Cal beneficiaries, up to the amount specified in Exhibit B-1-MHS. Although Contractor may provide Program services to any client enrolled at the designated schools, County shall only reimburse Contractor for school based mental health services provided to clients who have a diagnosis of serious emotional disturbance (SED) or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11.

- 7. REFERRALS.** Referrals to Contractor's school based office can be made by teachers or school administrators and staff. Students may request services without referral from school personnel.

- 8. DISCHARGE CRITERIA.** The appropriateness for client discharge from school based mental health services shall be determined on a case by case basis. Criteria for discharge include:

- A. Treatment goals have been sufficiently met;
- B. The determination that the treatment goals have not been met. The client and, if applicable, family, shall be provided with referrals to more appropriate treatment;
- C. The client's request to terminate services; or
- D. Client relocates from the Program's service area or is no longer enrolled at school.

- 9. 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. **School-Based Mental Health.** Direct service staff shall be as follows:

1. 3.08 FTE Counselors. Contractor and County will collaborate to assign Counselors between the Lompoc and Santa Barbara area based on community need.
- B. START.** Direct service staff shall be as follows:
 1. 1.39 FTE Counselors. Contractor, in partnership with the Council on Alcoholism and Drug Abuse (CADA), shall provide staff for the START Teams.
 2. START Teams shall provide services at each campus in the CUSD.
- C.** 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.
 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:
 - 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. 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*.
 5. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

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

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

10. DOCUMENTATION REQUIREMENTS. Client Service Plan. Contractor shall complete a Client Service Plan for each client receiving Program services for whom Contractor is reimbursed by County in accordance with the Behavioral Wellness Documentation Manual. For clients who have an active Behavioral Wellness Client Service Plan, Contractor shall follow the requirements of the Client Service Plan. The Client Service Plan shall provide overall direction for the collaborative work of the client, the Program, and the Behavioral Wellness Treatment Team, as applicable. The Client Service Plan shall include:

- A. Client's recovery goals or recovery vision, which guides the service delivery process;
- B. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions; and
- C. Interventions planned to help the client reach their goals.

EXHIBIT A-7

STATEMENT OF WORK: MHS

PATHWAYS TO WELL-BEING (CWS *Katie A.*) MENTAL HEALTH SERVICES

1. **PROGRAM SUMMARY.** The Pathways to Well-Being Program (hereafter “the Program”) is an outpatient model of mental health assessment (for *Katie A.* Class mild-to-moderate clients open to CWS) and their foster family to solve problems in the home environment. Program staff demonstrate and implement evidence-based practices with the youth and foster family as a means to improve the client’s behavior and provide structure and routine to the foster home environment. The Program offers, individualized, and if clinically indicated, family counseling services to children and youth and their foster families. Program staff seek to develop, support, and empower family units by identifying strengths and needs and teaching problem solving skills. Services are aimed at preventing further incidents of behavioral, emotional, and/or social disturbance that may lead to removal from the foster home or out-of-county placement. Program services are designed for children and youth and their foster families. The Program shall serve the Santa Maria area and shall be headquartered at the following location(s). The Program shall be located at the location(s) set forth in this Section 1 (Program Summary) unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.
 - A. 105 North Lincoln Street, Santa Maria, California.
2. **PROGRAM GOALS.** Contractor shall:
 - A. Keep families together by reducing crisis in the home environment;
 - B. Prevent out-of-county placement of the client;
 - C. Promote reunification of a child to their home;
 - D. Reduce “at-risk” behavior such as self-injurious behavior, criminal activity, and substance use;
 - E. Reduce hospitalizations;
 - F. Stabilize the child and family who reside in residential placement through the foster care system; and
 - G. Improve the family’s level of functioning and the quality of life for the client through the use of various educational, behavioral, and clinical interventions.
3. **SERVICES.** Contractor shall provide comprehensive assessments after Behavioral Wellness has determined the client to meet CLASS (mild-to-moderate mental health criteria), coordinate program services with County and CWS, provide tracking data for CLASS youth and provide summary of (*Katie A.*) reassessment reports to Behavioral Wellness and CWS every six (6) months. Contractor shall develop, support, and empower foster family units by identifying existing strengths and areas of need, and teaching problem solving skills.
 - A. Contractor shall provide the following array of 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 between the ages of 0 and 21. The CANS 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, Department of Social Services, Child Welfare Services (CWS) and/or Santa Barbara County Probation Department (Probation) with a Release of Information for open CWS and/or 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 Contractor 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 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's 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 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.

- 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 client or the client'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://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 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. 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. **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 within the guidelines of the *Katie A. Core Practice Model* in accordance with the client's treatment plan. 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 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.
- B.** Contractor shall utilize a variety of effective evidence-based treatment modalities to provide intensive in-home interventions, which may include:
1. Assisting foster family members with stress management;
 2. Building communication skills;
 3. Teaching anger management skills;
 4. Teaching and modeling effective parenting skills;
 5. Working with biological parents and the clients as needed to assist with reunification;
 6. Assisting foster families to develop links to community partners and encouraging and empowering families to use those resources. Examples may include clergy, family

- members, and friends;
 - 7. Developing and guiding parents in behavioral interventions;
 - 8. Using evidence-based practices to identify and reinforce appropriate family roles and relationships;
 - 9. Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms; and
 - 10. Utilizing a recovery-oriented strengths-based approach in delivering treatment services.
- C. Use of other County Community Based Organizations (CBOs)/mental health service providers requires prior review and authorization by the Behavioral Wellness Team Supervisor or Regional Manager.

4. OPERATIONS.

- A. Service Intensity.** Contractor shall provide at least one (1) face-to-face service every week for each client. Service levels shall be based upon individualized needs of the client and may be adjusted to prevent client's move to a higher level of care. Clients needing a higher level of services shall be referred to the coordinators meeting.
- B. Treatment Location.** The primary service location will be office based or community locations best suited for the client's and family's needs (i.e. home, parks, and schools).
- C. Staff to Client Caseload Ratios.** The Program shall operate with a client to staff ratio of approximately twenty (20) clients to one (1.0) FTE direct service staff member with a total census of fifty (50) clients for the year.
- D. Hours of Operation and Staff Coverage.** Contractor shall operate a schedule which shall be flexible to accommodate the client and family, and allow Contractor's staff to meet with the client in their treatment location Monday through Friday, including evenings, and weekends as needed. Contractor is not expected to provide availability for crisis response twenty-four hours per day, seven days per week.

5. CLIENTS AND PROGRAM CAPACITY.

- A.** Contractor shall provide Program services to Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR who are residing in foster placement and their foster families regardless if the client is served by Behavioral Wellness Children's Clinics. County shall only reimburse Contractor for Program services provided to clients who:
 - 1. Are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR and assessed at a high level of risk based on County's outcomes and level of care instrument; and
 - 2. Have an open case file (episode) entered by Contractor into County's Electronic Health Record (EHR) system.
- B.** Contractor shall provide the services described above in Section 3 (Services) to a minimum caseload of twenty (20) clients at any given time. Contractor's caseload may fluctuate if clients shift between the Program and Contractor's Intensive In-Home Program as described in Exhibit A-4. The County desires dedicated staff for each contracted program.

6. ADMISSION CRITERIA

Clients shall be foster children and youth who have a diagnosis of Seriously Emotionally Disturbed (SED) and/or who are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR; and assessed at a high level of risk based on County's outcomes and level of care instrument, as directed by Behavioral Wellness.

7. REFERRALS.

- A. Contractor shall provide services for client referrals made by CWS based on their screenings.
- B. Contractor shall respond to referrals and initiate services (Assessment to determine Class/Subclass) for those clients that are admitted within three (3) business days.
- C. Contractor shall not carry a waiting list and shall refer back to the County any client for whom Contractor is unable to initiate service within stated timelines above in this Section 7 (Referrals).
- D. Clients will meet medical necessity and will have mild to moderate mental health issues.

8. DOCUMENTATION REQUIREMENTS.

- A. Assessment: Contractor shall complete a comprehensive assessment.
- B. Client Service Plan. The Contractor shall complete a Treatment Plan for each client receiving services.
- C. For clients already open to Behavioral Wellness, Contractor shall have shared access to Behavioral Wellness' client file, and shall access the file, for each client referred and treated, which shall contain the following terms:
 - 1. A copy of the County referral form.
 - 2. A client face sheet, listing all of the County programs to which the client has been admitted over time, and is currently admitted, including hospitalizations.
 - 3. A copy of the most recent initial assessment, comprehensive assessment, or assessment update.
 - 4. A copy of the most recent medication record and health questionnaire.
 - 5. A copy of the currently valid Client Service Plan, as described above in this Section 8 (Documentation Requirements), indicating the goals and interventions for client enrollment in the Program.
 - 6. Client's Medi-Cal Eligibility Database Sheet (MEDS).
 - 7. Other documents as reasonably requested by County.

9. CLIENT SERVICE PLAN.

- A. Contractor shall complete a Client Service Plan and assessments for each client receiving Program services in accordance with Behavioral Wellness Clinical Documentation Manual, available at:
<https://www.countyofsb.org/behavioral-wellness/policy/2735>.
- B. Contractor shall participate in Behavioral Wellness Children's Clinic 30-day review meetings with the Regional Manager to review Pathways to Well-Being cases. All shared

cases will be reviewed a minimum of monthly, to examine client need for continued treatment in the Program. For the cases that are authorized by QCM, the Contractor shall submit a reauthorization request for cases that require ongoing services.

10. DISCHARGE PLAN. Contractor staff shall develop a discharge plan that is responsive to the client's needs and personal goals.

A. 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 <http://countyofsb.org/behavioral-wellness>.

B. Discharge Criteria. The appropriateness for client discharge shall be determined by Contractor on a case by case basis. 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 Contractor. 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; or
5. Client and family relocating out of the Program's service area.

11. STAFFING. 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. The Program shall include a combination of Contractor and County staff, with clients referred to County psychiatric for treatment functions if needed (functions performed by a psychiatrist, nurse, or psychiatric technician). County shall provide psychiatric and medication support to Program clients who require these services. County staff shall work in conjunction with Contractor staff to deliver seamless multi-disciplinary treatment, rehabilitation, and support services.

B. Direct service staff for the Program shall be as follows:

1. 1.13 FTE Therapists for an average of twenty (20) clients for 1.0 FTE.
2. Program staffing levels between the Intensive In-Home and Pathways to Well-Being programs may be adjusted as client volume fluctuates between the two programs.

C. 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.

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:
- 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. 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*.
5. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
6. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
7. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

EXHIBIT A-8
STATEMENT OF WORK: MHS
WELLNESS PROMOTION FOR SENIORS

1. **PROGRAM SUMMARY.** Contractor shall work in partnership with County's two Housing Authorities to provide Wellness Promotion for Seniors (hereafter "the Program") at a minimum of twelve senior housing properties across the County. The Program, funded by Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funding, shall include enriching and community-building activities as well as case management and resource linkage services. The Program will serve at locations throughout the County, including the Santa Barbara, Lompoc and Santa Maria areas, and will be headquartered at the location(s) set forth in this Section 1 (Program Summary) unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.
 - A. 105 North Lincoln Street, Santa Maria, California;
 - B. 101 South B Street, Lompoc, California; and
 - C. 123 West Gutierrez Street, Santa Barbara, California.
2. **PROGRAM GOALS.** Contractor shall:
 - A. Contractor will provide community-building activities that are intended to reduce risk factors for developing mental illness and increase protective factors to decrease likelihood of developing a mental illness.
 - B. Contractor will host weekly drop-in hours (100 hours per quarter) for both appointments and drop-ins.
 - C. Contractor will provide connection to and support navigating various community resources such as Cal Fresh, health insurance, immigration resources, utility assistance, health and mental health services; reading and understanding documents; advance care directives and end of life planning; and tools for successfully aging in place.
 - D. Contractor will provide linkage to behavioral health services as needed.
 - E. Contractor will use the evidence-based CSQ-8 satisfaction survey to measure satisfaction with the services.
 - F. Contractor will use an evidence-based assessment tool (pre/post) to measure life satisfaction and reduction of isolation and loneliness.
3. **SERVICES.**
 - A. **Enriching and Community-Building Activities.** Activities shall be tailored to the needs and interests of the housing property residents, and may include:
 1. Healthy movement and exercise classes;
 2. Hosting celebrations such as fiestas;
 3. Mobile library and/or book club;
 4. Presentations and discussions on topics of interest;

5. Crafting activities;
6. Bingo and/or other games; and
7. Groups focusing on evidence-based practices such as mindfulness and wellness.

B. Case Management and Connection to Resources. Through weekly drop-in hours for appointments and drop-ins, Program staff shall provide the following types of support:

1. Connection to and support navigating various community resources such as Cal Fresh, health insurance, immigration resources, utility assistance, and health and mental health services;
2. Linkage to behavioral health services as needed;
3. Reading and understanding documents;
4. Advance care directives and end-of-life planning; and
5. Tools for successfully aging in place.

4. OPERATIONS.

A. Service Intensity. Contractor shall provide fifty (50) enriching and community-building activities per quarter and shall provide one hundred (100) drop-in hours per quarter for case management and connection to resources.

B. Location. The primary service locations will be office-based and Senior-Living Low-Income Housing Developments located throughout the County.

C. Hours of Operation and Staff Coverage. Contractor shall operate a schedule which shall be flexible to accommodate the residents/participants and allow Contractor's staff to provide outreach at locations Monday through Friday, including evenings as needed. Contractor is not expected to provide availability for crisis response twenty-four hours per day, seven days per week.

5. PROGRAM CAPACITY.

A. Contractor shall provide Program services to adults ages 55 and over who reside at Senior-Living Low-Income Housing Developments throughout the County.

B. Contractor shall provide the services described above in Section 3 (Services) to a minimum of 300 residents/participants per fiscal year.

6. 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.

7. STAFFING. 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. The Program shall be staffed by 3.66 full-time equivalent (FTE) staff as described below:

1. 2.50 Wellness Promotion Specialists;

2. 1.00 FTE Project Manager;
 3. 0.08 FTE Data Specialist; and
 4. 0.08 FTE Senior Services Director.
- B.** Program staff may consist of: 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 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:
 - 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. 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*.
 5. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
 6. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
 7. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS – ADP

(Applicable to programs described in Exhibit A-2)

With attached *Exhibit B-1* ADP (Schedule of Rates and Contract Maximum) and
Exhibit B-2 (Entity Budget by Program).

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Substance Abuse Prevention and Treatment Block Grant (SABG) funding awarded by the California Department of Health Care Services (DHCS), and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A-2.
- B. 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. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 CFR Part 75), and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A-2 shall constitute a material breach of this Agreement.
- C. Beneficiary Liability for Payment.** Contractor shall not hold beneficiaries liable for any of the following:
 - 1. County's debts, in the event of the entity's insolvency.
 - 2. Covered services provided to the beneficiary, for which:
 - i. The State does not pay the County.
 - ii. The County or the State does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.
 - 3. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the County covered the services directly.
- D. Funding Sources.** The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

E. Drug Medi-Cal Services (if applicable). The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be paid based on negotiated fee schedule(s) as incorporated in Section B-1 of this Agreement Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.

F. Non-Drug Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP and pursuant to Section I, Paragraph D (Funding Sources) of this Exhibit B-ADP. Funds for these services are included within the Maximum Contract Amount and are subject to reimbursement at the lower of actual cost, or the applicable negotiated fee.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$11,960,920**, inclusive of **\$632,000 (\$158,000 per Fiscal Year)** in ADP funding and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. PROVISIONAL NEGOTIATED FEE. County agrees to reimburse Contractor at a Negotiated Fee (the "Negotiated Fee") for Drug Medi-Cal services during the term of this Agreement. Non-Drug Medi-Cal services will be paid at the lower of actual cost, or the applicable negotiated fee.

IV. FEE COLLECTION. For non-Drug Medi-Cal services or services to patients not eligible for Drug Medi-Cal, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-5 Sliding Fees Scale ADP. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided.

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's Non-Drug Medi-Cal services. 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 the services specified in this Agreement.

V. 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 Drug 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.

VI. REALLOCATION OF PROGRAM FUNDING.

Contractor shall make written application to Director, or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 ADP between Programs or funding sources, 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 Director's, or designee's, 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. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

B. Submission of Claims and Invoices:

1. Submission of Claims for Drug Medi-Cal Services. Services are to be entered into the County's IT system based on timeframes prescribed in the Alcohol & Drug Program Practice Guidelines and Procedure 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 addresses the following:

- i. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the negotiated fees in effect at the time of service,
- ii. States the amount owed by County, and
- iii. Includes the Agreement number.

Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's payment for the month.

In addition to claims submitted in the EHR, Contractor shall submit to County at adpfinance@sbcbswell.org a signed Drug Medi-Cal Claim Submission Certification form, in accordance with 42 Code of Federal Regulations (C.F.R.) Section 455.18, for each Drug Medi-Cal submission within two (2) business days of receipt of the EHR claim report.

2. Submission of Invoices for Non-Drug Medi-Cal Services. Contractor shall submit a written invoice electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County within 10 calendar days of the end of the month in which Non-Drug Medi-Cal services as described in the Exhibit A(s) are delivered and shall include:
 - i. Sufficient detail and supporting documentation to enable an audit of the charges,

- ii. The amount owed by County, and
- iii. The contract number and signature of Contractor's authorized representative.

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.

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make payment for approved claims within 30 calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

C. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into the EHR and claimed to the State and approved by the State on a monthly basis.
2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in the Exhibit A(s) (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.

D. Monthly Financial Statements for Non-Medi-Cal Services. Within 15 calendar days of the end of the month in which alcohol and other drug 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 Non Drug Medi-Cal programs described in the Exhibit A(s). Financial Statements shall be submitted electronically to adpfinance@sbcswell.org.

E. Withholding of Payment for Non-Submission of Service Data and Other Information. If any required EHR data, invoice or report(s) 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 Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet minimum State and County written standards.

G. Claims Submission Restrictions.

1. **Billing Limit for Drug Medi-Cal Services (if applicable):** Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted in accordance with the provisions of Title 22 C.C.R. Section 51008.5 with documentation of good cause. The existence

of good cause shall be determined by the State as provided in Title 22 C.C.R. Sections 51008 and 51008.5.

2. **No Payment for Services Provided Following Expiration/Termination of 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.

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

- I. 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 days to the County. 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. COST REPORT FOR NON-DRUG MEDICAL SERVICES.

A. Submission of Cost Report. Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset Non Medi-Cal Services. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

B. Cost Report to be Used for Initial Settlement. The Non-Medical Services Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement with Contractor as set forth in Section IX (Audits and Audit Appeals). Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.

C. Audited Financial Reports: Each year of the Agreement, the Contractor shall 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.

D. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost

Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

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, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the ADP 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 Drug Medi-Cal audit, the State and County will perform a post-audit Drug 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.
- 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. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

EXHIBIT B
FINANCIAL PROVISIONS- MHS

(Applicable to programs described in Exhibits A-4 through 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* MHS (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 **\$11,960,920**, inclusive of **\$11,328,920 (\$2,832,230 per Fiscal Year)** in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

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 the Exhibit B-3 MHS. Specialty mental health services provided to Non-Medi-Cal clients will be paid at the same rates, subject to the maximum amount specified in the Exhibit B-1 MHS.

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. CLIENT FLEXIBLE SUPPORT FUNDS.

For Medi-Cal FSP programs, Contractor will receive a funding allocation to provide clients with flexible support for costs including but not limited to housing, items necessary for daily living, and therapeutical support. Contractor shall abide by requirements in the Behavioral Wellness Policy and Procedure for client flexible support costs. Documentation must be kept on file to support costs and financial statements should be submitted monthly in accordance with Exhibit B MHS, Section VIII.B below.

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

A. For Medi-Cal programs, 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.

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.
- iii. Contractor QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings. 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.

VI. 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.

VII. 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.

VIII. 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 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.
3. 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.

- B. 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).
- C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

IX. 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.

X. 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.

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

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

CONTRACTOR NAME: Family Service Agency of Santa Barbara County **FISCAL YEAR:** 2023-2027

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Strengthening Families Program	Cost Reimbursement	\$158,000

Total Contract Maximum Per Fiscal Year **\$158,000**

Contract Maximum by Program & Estimated Funding Sources					Total
Funding Sources (1)	PROGRAM(S)				
	Strengthening Families Program				
SAPT Non-Medi-Cal Services	\$ 158,000				\$ 158,000
CalWORKS					\$ -
Grants					\$ -
Other County Funds					\$ -
TOTAL CONTRACT PAYABLE PER FY:	\$ 158,000	\$ -	\$ -	\$ -	\$ 158,000
TOTAL CONTRACT PAYABLE FY 23-27:	\$ 632,000	\$ -	\$ -	\$ -	\$ 632,000

CONTRACTOR SIGNATURE:

DocuSigned by:
Lisa Brabo

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FISCAL SERVICES SIGNATURE:

DocuSigned by:

melissa mango

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

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibits A-4 – A-8)

CONTRACTOR NAME: Family Service Agency

FISCAL YEAR: 2023-2027

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$323.94	0	\$ -
			LPHA / Assoc. LPHA	15.00	\$220.63	9,519	\$ 2,100,193
			Certified Peer Recovery Specialist	0.00	\$175.10	0	\$ -
			Rehabilitation Specialists & Other Qualified Providers	1.00	\$166.35	635	\$ 105,632
				16.00		10,154	\$2,205,825

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Medi-Cal Programs at 2%	Fee-For-Service	\$ 44,118
	Quality Assurance & Utilization Management (3)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$ 88,234
	Prevention	Wellness Promotion for Seniors	Cost Reimbursement	\$ 494,053
				\$626,405

Total Contract Maximum **\$2,832,230**

Contract Maximum by Program & Estimated Funding Sources							
Funding Sources (3)	PROGRAM(S)						Total
	Managed Care	Intensive In Home	Pathways to Wellbeing	School Based Counseling	Carpenteria START	Wellness Promotion for Seniors	
Medi-Cal Patient Revenue (4)	\$ 280,025	\$ 1,183,730	\$ 182,017	\$ 420,039	\$ 140,014	\$ -	\$ 2,205,825
Realignment QA / UM Incentive	\$ 11,201	\$ 47,349	\$ -	\$ -	\$ -	\$ -	\$ 58,550
Realignment Non-Medi-Cal Services	\$ 5,601	\$ 23,675	\$ -	\$ -	\$ -	\$ -	\$ 29,276
MHSA QA / UM Incentive	\$ -	\$ -	\$ 7,281	\$ 16,802	\$ 5,601	\$ -	\$ 29,684
MHSA Non-Medi-Cal Services	\$ -	\$ -	\$ 3,641	\$ 8,401	\$ 2,800	\$ -	\$ 14,842
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,053	\$ 494,053
TOTAL CONTRACT PAYABLE PER FY:	\$ 296,827	\$ 1,254,754	\$ 192,939	\$ 445,242	\$ 148,415	\$ 494,053	\$ 2,832,230
TOTAL CONTRACT PAYABLE FY 23-27:	\$ 1,187,308	\$ 5,019,016	\$ 771,756	\$ 1,780,968	\$ 593,660	\$ 1,976,212	\$ 11,328,920

CONTRACTOR SIGNATURE:

DocuSigned by:
Lisa Brabo
5658639A7B50479

FISCAL SERVICES SIGNATURE:

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

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

(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.

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

AGENCY NAME: Family Service Agency of Santa Barbara County

COUNTY FISCAL YEAR: FY 2023- 2027

LINE #	COLUMN #	1	2	3	4
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Strengthening Families Program	Wellness Promotion for Seniors
1	Contributions		\$ -		
2	Foundations/Trusts		\$ -		
3	Miscellaneous Revenue		\$ -		
4	Behavioral Wellness Funding		\$ 652,053	\$ 158,000	\$ 494,053
5	Other Government Funding		\$ -		
6	Private Insurance		\$ -		
7	Total Other Revenue		\$ 652,053	\$ 158,000	\$ 494,053
	II. Client and Third Party Revenues:				
8	Client Fees		-		
9	SSI		-		
10	Total Client and Third Party Revenues		\$ -	\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET		\$ 652,053	\$ 158,000	\$ 494,053
	III. DIRECT COSTS		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Strengthening Families Program	Wellness Promotion for Seniors
	III.A. Salaries and Benefits Object Level				
12	Salaries (Complete Staffing Schedule)		\$ 292,397	\$ 55,696	\$ 236,701
13	Employee Benefits		\$ 92,893	\$ 24,125	\$ 68,768
14	Consultants		\$ 2,000	\$ 2,000	
15	Payroll Taxes (included with benefits)		\$ -		
16	Salaries and Benefits Subtotal		\$ 387,290	\$ 81,821	\$ 305,469
	III.B Services and Supplies Object Level				
17	Operations (occupancy, IT, program supplies, mileage)		\$ 42,143		\$ 42,143
18	Activities supplies & instructors- 12 properties at \$6,000 each		\$ 72,000		\$ 72,000
19	Outreach - 12 properties at \$500/property		\$ 6,000		\$ 6,000
20	Training		\$ 5,500	\$ 1,500	\$ 4,000
21	Telephone/Communications		\$ 1,000	\$ 1,000	
22	Maintenance - Structures, Improvements, and Grounds		\$ 1,500	\$ 1,500	
23	Office Expense		\$ 17,000	\$ 17,000	
24	Rents & Leases - Land, Structure, and Improvements		\$ 3,500	\$ 3,500	
25	Utilities		\$ 1,500	\$ 1,500	
26	Travel		\$ 1,350	\$ 1,350	
27	Other / Miscellaneous / Subcontracts		\$ 28,220	\$ 28,220	
28	Services and Supplies Subtotal		\$ 179,713	\$ 55,570	\$ 124,143
29	III.C. Client Expense Object Level Total (Not Medi-Cal		\$ -		
30			\$ -		
31	SUBTOTAL DIRECT COSTS		\$ 567,003	\$ 137,391	\$ 429,612
32	IV. INDIRECT COSTS				
33	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 85,050	\$ 20,609	\$ 64,441
34	GROSS DIRECT AND INDIRECT COSTS		\$ 652,053	\$ 158,000	\$ 494,053

**Contribution solely cover cost in excess of Contract Maximum or cost not reimbursable under this Agreement.

EXHIBIT B-3 – MHS
ENTITY RATES AND CODES BY SERVICE TYPE
Behavioral Health Provider Fees

Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate	Psychologist/ Pre-licensed Psychologist	LPFA & LCSW	MHRS & Other Designated	Peer Recovery Specialist
90785	Interactive Complexity	Supplemental Service Codes	Occurrence	\$8.00	\$8.00	\$8.00	\$8.00
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15	\$80.99	\$55.16		
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27	\$145.77	\$99.28		
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45	\$242.95	\$165.47		
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60	\$323.94	\$220.63		
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52	\$280.75	\$191.21		
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30	\$161.97	\$110.32		
90845	Psychoanalysis, 15 Minutes	Therapy Codes	15	\$80.99	\$55.16		
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50	\$269.95	\$183.86		
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15	\$80.99	\$55.16		
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15	\$80.99	\$55.16		
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	\$80.99	\$55.16		
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15	\$80.99	\$55.16		
96105	Assessment of Aphasia, per Hour	Assessment Codes	60	\$323.94			
96110	Developmental Screening, 15 Minutes	Assessment Codes	15	\$80.99	\$55.16		
96112	Developmental Testing, First Hour	Assessment Codes	60	\$323.94			
96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30	\$161.97			
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60	\$323.94	\$220.63		
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60	\$323.94	\$220.63		
96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60	\$323.94			
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15	\$80.99	\$55.16		
96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60	\$323.94			
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	\$323.94			
96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60	\$323.94			
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	\$323.94			
96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30	\$161.97			
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30	\$161.97			
96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15	\$80.99			
96161	Caregiver Assessment Administration of Care-Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15	\$80.99	\$55.16		
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8	\$43.19	\$29.42		
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16	\$86.38	\$58.84		
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26	\$140.38	\$95.61		
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician, Face-to-face with Patient and/or Family, 30 Minutes or More	Plan Development Codes	60	\$323.94	\$220.63		
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician, Patient and/or Family Not Present, 30 Minutes or More	Plan Development Codes	60	\$323.94	\$220.63		
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician, At Least 20 Minutes	Plan Development Codes	60	\$323.94	\$220.63		
G2212	Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes (automatically added by SmartCare as appropriate)	Add-on Code	15	\$80.99	\$55.16		
H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15				\$43.78
H0031	Mental Health Assessment by Non-Physician, 15 Minutes	Assessment Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15				\$43.78
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15	\$80.99	\$55.16	\$41.59	\$43.78
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15	\$80.99	\$55.16	\$41.59	\$43.78
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15	\$80.99	\$55.16	\$41.59	\$43.78

EXHIBIT B-3 – MHS
ENTITY RATES AND CODES BY SERVICE TYPE
Behavioral Health Provider Fees *(cont.)*

Provider type	Tax1	Tax2	Tax3	Tax4	Tax5	Tax6	Tax7	Tax8	Tax9
Psychologist/ Pre-licensed Psychologist	102L	103G	103T						
LPFA	1012	101Y	102X	103K	106H	1714	222Q	225C	2256
LCSW	106E	1041							
Peer Recovery Specialist	175T								
Mental Health Rehab Specialist	146D	146L	146M	146N	171M	174H	1837		
	2217	224Y	224Z	2254	2258	225A	2260	2263	
	246Y	246Z	2470	274K	374T	376K	3902	4053	
Other Qualified Providers - Other Designated MH staff that bill medical	171R	172V	3726	373H	374U	376J			

EXHIBIT B-4**FEDERAL AWARD IDENTIFICATION TABLES**

This Agreement is a subrecipient agreement. Contractor is a subrecipient of SABG funds through this Agreement, and this Agreement is a subaward of SABG funds.

Table 1: FEDERAL AWARD INFORMATION: COUNTY. The following Federal Award Information is provided in accordance with 2 C.F.R. § 200.332.

FY 23-24

Federal Award Identification Table	
1	Subrecipient Name
2	Subrecipient Unique Entity Number (DUNS Number)
3	Federal Award ID
4	FAIN
5	Federal Award Date
6	Subaward Period of Performance - Start Date and End Date
7	Subaward Budget Period - Start Date and End Date
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through
11	Federal Award Project Description
12	Federal Awarding Agency
13	Pass Through Entity
14	Contact Information for Awarding Official of Pass Through Entity
15	CFDA Number
16	CFDA Name
17	Is Award for Research and Development?
18	Indirect Cost Rate for Award
19	Requirements Imposed by Pass Through Entity
20	Additional requirements- Financial and Performance Reports
21	Access to Subrecipient Records
22	Closeout Terms and Conditions

EXHIBIT B-5
SLIDING FEE SCALE: ADP

COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2023-2024

ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	14,580	19,720	24,860	30,000	35,410	40,280	45,420	50,560
10	18,900	24,040	29,180	34,320	39,730	44,600	49,740	54,880
15	23,220	28,360	33,500	38,640	44,050	48,920	54,060	59,200
20	27,540	32,680	37,820	42,960	48,370	53,240	58,380	63,520
25	31,860	37,000	42,140	47,280	52,690	57,560	62,700	67,840
30	36,180	41,320	46,460	51,600	57,010	61,880	67,020	72,160
35	40,500	45,640	50,780	55,920	61,330	66,200	71,340	76,480
40	44,820	49,960	55,100	60,240	65,650	70,520	75,660	80,800
45	49,140	54,280	59,420	64,560	69,970	74,840	79,980	85,120
50	53,460	58,600	63,740	68,880	74,290	79,160	84,300	89,440
55	57,780	62,920	68,060	73,200	78,610	83,480	88,620	93,760
60	62,100	67,240	72,380	77,520	82,930	87,800	92,940	98,080
65	66,420	71,560	76,700	81,840	87,250	92,120	97,260	102,400
70	70,740	75,880	81,020	86,160	91,570	96,440	101,580	106,720
75	75,060	80,200	85,340	90,480	95,890	100,760	105,900	111,040
80	79,380	84,520	89,660	94,800	100,210	105,080	110,220	115,360
85	83,700	88,840	93,980	99,120	104,530	109,400	114,540	119,680
90	88,020	93,160	98,300	103,440	108,850	113,720	118,860	124,000

MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,215	1,643	2,072	2,500	2,951	3,357	3,785	4,213
10	1,575	2,003	2,432	2,860	3,311	3,717	4,145	4,573
15	1,935	2,363	2,792	3,220	3,671	4,077	4,505	4,933
20	2,295	2,723	3,152	3,580	4,031	4,437	4,865	5,293
25	2,655	3,083	3,512	3,940	4,391	4,797	5,225	5,653
30	3,015	3,443	3,872	4,300	4,751	5,157	5,585	6,013
35	3,375	3,803	4,232	4,660	5,111	5,517	5,945	6,373
40	3,735	4,163	4,592	5,020	5,471	5,877	6,305	6,733
45	4,095	4,523	4,952	5,380	5,831	6,237	6,665	7,093
50	4,455	4,883	5,312	5,740	6,191	6,597	7,025	7,453
55	4,815	5,243	5,672	6,100	6,551	6,957	7,385	7,813
60	5,175	5,603	6,032	6,460	6,911	7,317	7,745	8,173
65	5,535	5,963	6,392	6,820	7,271	7,677	8,105	8,533
70	5,895	6,323	6,752	7,180	7,631	8,037	8,465	8,893
75	6,255	6,683	7,112	7,540	7,991	8,397	8,825	9,253
80	6,615	7,043	7,472	7,900	8,351	8,757	9,185	9,613
85	6,975	7,403	7,832	8,260	8,711	9,117	9,545	9,973
90	7,335	7,763	8,192	8,620	9,071	9,477	9,905	10,333

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

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

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
Indemnification and Insurance Requirements
(For contracts involving the care/supervision of children, seniors or vulnerable persons)
(For Professional Contracts version 2022 03 02)

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.

<u>Family Service Agency of Santa Barbara County</u> Name of Contractor	<u>Lisa Brabo</u> Printed Name of Person Signing for Contractor
<u>Contract / Grant Number</u> 8/17/2023	DocuSigned by: <i>Lisa Brabo</i> 5658639A7B50476 <u>Signature of Person Signing for Contractor</u> Chief Executive Officer
<u>Date</u>	<u>Title</u>

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 – ADP

PROGRAM GOALS, OUTCOMES, AND MEASURES

Strengthening Families		
Program Goals	Outcomes	Measures
Provide the Strengthening Families education and skills training throughout Santa Barbara County	1. Achieve Strengthening Families performance expectations	=> 90% of program expectations met
	2. Demonstrate impact on adults/parents	=> 5% increase in family strengths and resilience (parents)
	3. Demonstrate impact on youth/children	=>5% decrease in risk factors and/or problem behaviors (children)

*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.

EXHIBIT E – MHS
PROGRAM GOALS, OUTCOMES, AND MEASURES

Program Evaluation						
Program Goals	Outcomes	FSA (all outcomes are in %)				
		III	Managed Care	Pathways	PEI School Based & START	PEI Wellness for Seniors
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	A. Incarcerations/Juvenile hall	≤5	≤5	≤5	≤5	N/A
	B. Psychiatric inpatient admissions	≤5	≤5	≤5	≤5	N/A
	C. Physical health hospitalizations	N/A	N/A	N/A	N/A	N/A
	D. Physical health emergency care	N/A	N/A	N/A	N/A	N/A
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	N/A
	B. Engaged in purposeful activity (educational, vocational, volunteer)	≥95	≥95	≥95	≥95	N/A
	C. Of those who discharged (#dc = denominator): % who transitioned to a higher level of care	≤15	≤15	≤15	≤15	N/A
	D. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/discharged bc care no longer needed or medical necessity not met)	≥85	≥85	≥85	≥85	N/A
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	E. Incidents requiring a higher level of supervision	N/A	N/A	N/A	N/A	N/A
	F. Percent of clients who "showed improvement" on the Milestones of Recovery (MORS)	N/A	N/A	N/A	N/A	N/A
	A. New out-of-primary home placements (county & out-of-county)	≤5	≤5	≤5	≤5	N/A
	B. CANS (% completed)	100	100	100	100	N/A
	C. CANS Improvement in 3+ Domains (report % positive change by domain)	≥10 (In 3 of six)	≥10 (In 3 of six)	≥10 (In 3 of six)	≥10 (In 3 of six)	N/A
	D. PSC (% completed)	100	100	100	100	N/A
	E. Other	N/A	N/A	N/A	N/A	N/A

4. Serve as liaison to settings where mental health services are not traditionally located	A. # of drop-in hours provided	N/A	N/A	N/A	N/A	100/quarter
5. Empower individuals, family members, and community members to identify and enhance culturally specific wellness practices	B. Number of activities	N/A	N/A	N/A	N/A	50/quarter

*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.