

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

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

AND

SANTA YNEZ VALLEY PEOPLE HELPING PEOPLE

FOR

**MENTAL HEALTH SERVICES
AND
ALCOHOL AND DRUG PROGRAMS**

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STANDARD TERMS

AND CONDITIONS

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Santa Ynez Valley People Helping People** with an address at PO Box 1478, Solvang, CA 93464 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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. Valerie Kissell at phone number 805-686-0295 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: Valerie Kissell, Chief Executive Officer
 Santa Ynez Valley People Helping People
 PO Box 1478
 Solvang, CA 93464
 Fax: 805-686-2856

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 7/1/2023 and end performance upon completion, but no later than 6/30/2027 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, 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: MHS) and Exhibit A-3 (General Provisions: ADP SAPT/SAPG) 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 8.A (Confidentiality) 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 subrecipients 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. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A.** Contractor is prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
 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).

- B.** 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).
- C.** Telecommunications or video surveillance services provided by such entities or using such equipment.
- D.** 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.
- E.** 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.
- F.** See [Public Law 115-232](#), section 889 for additional information.
- G.** 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 **Santa Ynez Valley People Helping People**.

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: _____

ATTEST:

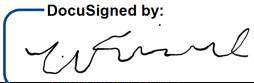
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Santa Ynez Valley People Helping People

By:  _____
Authorized Representative


Name: valerie kissell

Title: CEO

Date: 6/14/2023


APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

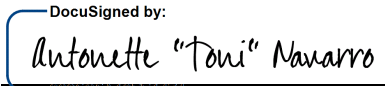
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:  _____
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:  _____
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

Mental Health Services:

EXHIBIT A-1 General Provisions: MHS

EXHIBIT A-2 MHSA PEI Early Childhood Mental Health Services

Alcohol and Drug Programs:

EXHIBIT A-3 General Provisions: ADP (SAPT/SABG)

EXHIBIT A-4 Primary Prevention – Community Coalitions

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions: ADP

EXHIBIT B Financial Provisions: MHS

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

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

EXHIBIT B-2 Entity Budget by Program

EXHIBIT B-3 Entity Rates and Codes by Service Type – NOT APPLICABLE TO THIS AGREEMENT

EXHIBIT B-4 Federal Identification Table

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 – MHS

EXHIBIT E Program Goals, Outcomes, and Measures – ADP

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A-1- MHS
GENERAL PROVISIONS

The following provisions shall apply to all 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.** 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 – MHS, 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. Contractors receiving MHSA-funding shall track and report the following to County in Contractor's Quarterly Programmatic Report per MHSA requirements, if not entered into the County's EHR System:
 - a. Client age;
 - b. Client zip code;
 - c. Number of types of services, groups, or other services provided;
 - d. Number of clients served in which language (English/Spanish/Other);
 - e. Number of groups offered in which language English/Spanish/Other).
4. 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.

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. 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.

8. 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).

9. 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:
 - A. 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
 - B. 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.

10. COMPLIANCE PROGRAM.

- A. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B. County shall suspend payments to Contractor when it or the State determines there is a

credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)

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

11. 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 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).

12. 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.

13. 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 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.

C. Subcontracts. The Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 14 and 19, respectively) in all subcontracts to perform work under this Agreement.

14. 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.

15. 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>.

16. 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 #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials.*
- I. Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
- J. 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.*
- K. Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
- L. Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*
- M. 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.

- N. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*
- O. **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).)
- P. **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.
- Q. **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.
- R. **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.
- S. **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>.

17. STATE CONTRACT COMPLIANCE.

- A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B. To the extent there is a conflict between federal or state law or regulation and a provision in the MHP (Contract No. 22-20133) or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, Exhibit E, Section 6(B).
- C. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with any applicable statute.
- D. The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment

Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 20 Debarment and Suspension Certification; 21 Smoke-Free Workplace Certification; 25 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 32 Suspension or Stop Work Notification; 33 Public Communications; and 34 Compliance with Statutes and Regulations; and 35 Lobbying Restrictions and Disclosure Certification.

- E. The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions section regarding Termination.

EXHIBIT A-2**STATEMENT OF WORK: MHS
MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND
EARLY INTERVENTION (PEI) EARLY CHILDHOOD MENTAL HEALTH SERVICES**

1. **PROGRAM SUMMARY.** The Program, funded through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Early Childhood Mental Health Services component, shall provide mental health services to students up to age 18 in the Santa Ynez Valley area through their School-Based Counseling Program, and for children aged birth to five years and their families at their Family Resource Center. The Program will serve the Santa Ynez Valley region of Santa Barbara County and shall be headquartered at 545 Alisal Road, Suite 102, Solvang, California.
2. **PROGRAM GOALS.** The Contractor shall:
 - A. Enhance optimal child health and development;
 - B. Promote positive parenting practices;
 - C. Reduce access barriers for underserved populations including vulnerable children from low-income households and children that identify as Black, Indigenous or Persons of Color.
 - D. Prevent child abuse and neglect.
3. **SERVICES.** The Program shall provide an appropriate combination of services to meet each client's specific needs and preferences.
 - A. The Program shall provide the following mental health services, as needed, to clients and their families throughout the Santa Ynez Valley region of Santa Barbara County:
 1. **Assessment.** Assessment means a service activity designed to evaluate the current status of a client's mental, emotional, or behavioral health, as defined in Title 9 CCR Section 1810.204. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures.
 2. **Collateral.** Collateral means a service activity to a significant support person in a client's life for the purpose of meeting the needs of the client in terms of achieving the goals of the client plan, as defined in Title 9 CCR Section 1810.206. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The client may or may not be present for this service activity.
 - 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. **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. The Program services shall include parenting education/support; and individual assessment/screenings.
 - C. Contractor shall provide therapeutic counseling services to students in the Santa Ynez Valley region.
 - D. Contractor shall refer client families as needed to Contractor's Family Services Coordinators (FSC) for case management, and linkages/referrals to other needed services including referring to Behavioral Wellness for mental health services when appropriate.
 - E. Contractor shall partner with clients and collaborate with other service providers to promote coordinated systems of care.
4. **SERVICE INTENSITY/ TREATMENT LOCATION**
 - A. **Length of Stay.** The average length of treatment for children/families enrolled in the Program is 6-12 months, although treatment plan and duration is individually based on the unique needs of the child and family.
 - B. **Treatment Location.** Program services will be provided in the community and at Contractor's facilities.
5. **CLIENTS/PROGRAM CAPACITY.**
 - A. Persons served by the Program are students ages six to eighteen and children, aged birth to five years, and their families in the Santa Ynez Valley region of Santa Barbara County within these priority populations: trauma-exposed individuals, children and youth in stressed families, children and youth at risk for school failure and underserved cultural populations.
 - B. Contractor shall complete 80 assessments and 60 referrals, and provide the services described in Section 3 (Services) to at least 30 unique clients and 30 families through family support groups in the Santa Ynez Valley region. Family support groups should last for one hour and serve 8-10 families per cohort.
6. **REFERRALS.** Contractor shall admit clients referred by the County or community resources.
7. **DOCUMENTATION.** Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated, which shall contain the following items:
 - A. A copy of the County referral form, for County referred clients.
 - B. A client face sheet.
 - C. A copy of the most recent comprehensive assessment and/or assessment update.
 - D. A copy of the most recent medication record and/or health questionnaire.
 - E. A copy of the currently valid County Coordination and Service Plan, or Contractor's equivalent, indicating the goals for client enrollment in the Program and identifying the Contractor as service provider.
 - F. Other documents as reasonably requested by County.

8. DISCHARGE CRITERIA. The appropriateness for client discharge or transfer to less intensive services shall be determined on a case by case basis. This section shall not be construed to supersede the scope, frequency and duration of services. Criteria for discharge or transfer to less intensive services include:

- A. Treatment goals have been sufficiently met;
- B. The determination that the treatment goals have not been met as determined by the treatment team. The client and family shall be provided 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 specialized level of services provided by the Program;
- D. The client/family requests to terminate services;
- E. Client and family have relocated from the Program's service area.

9. STAFFING REQUIREMENTS.

- A. The Program shall include qualified bilingual and bicultural clinicians and staff able to meet the diverse needs represented in the local community. Forty percent (40%) of staff hired to work in the Program shall be bilingual and bicultural, per MHSa requirements. As needed, the Program shall have access to qualified translators and translator services, experienced in behavioral healthcare, appropriate to the needs of the clients served. In the event that the Program must seek translation services outside of the Program, Contractor shall maintain a list of qualified translators to assist in providing this service.
- B. The Program shall include at least one full-time (1 FTE) bilingual/bicultural Clinical Supervisor who will oversee a team of interns to provide the services described herein. The Clinical Supervisor must meet the following qualifications:
 - i. Qualified Mental Health Worker (QMHW) as defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.OR
 - ii. Licensed Practitioners of the Healing Arts (LPHA) to specialize in infant/parent work, using Trauma-focused Cognitive Behavioral Therapy. Individuals with the following license(s) are LPHAs: psychiatrists, psychologists, licensed clinical social workers (LCSW), marriage and family therapists (MFT), Registered Nurse (RN), Licensed Vocational Nurse (LVN) or Psychiatric Technician.
- C. The Program shall include one full time (1 FTE) Health and Wellness Navigator to assist support the Clinical Supervisor. The Health and Wellness Navigator must meet the following qualifications
 - i. Bachelor's Degree in a human-service related field and a minimum one year prior experience in a mental health field or counseling experience required.

10. TRAINING.

- A. Contractor shall provide basic training to all staff in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.

- B. Staff shall be trained and skilled at working with children with serious emotional disturbance (SED) and adhere to professionally recognized best practices for rehabilitation assessment, service planning and service delivery. County shall host training sessions regarding documentation requirements under Medi-Cal, EPSDT and other related State, Federal and local regulations twice yearly. Contractor shall ensure that each staff member providing clinical services attends one training session each year.

EXHIBIT A-3
GENERAL PROVISIONS - ADP SAPT/SABG

The following provisions shall apply to the following program operated under this Agreement, included as Exhibit A-4 (Primary Prevention – Community Coalitions), as though separately set forth in the scope of work specific to the 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@sbcbswell.org and BWell Contracts at bwellcontractsstaff@sbcbswell.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/jlwbnuachzngce426crkj6poy7fmdw5g0/file/711466593727>. Additionally, Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. (Staffing 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.

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 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).

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 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 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 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=53><https://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
 - iv. 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.** 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. B. 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. 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-3
STATEMENT OF WORK: ADP
PRIMARY PREVENTION – COMMUNITY COALITIONS

1. **PROGRAM SUMMARY.** The Santa Ynez Valley Youth Coalition (Program) shall implement primary prevention strategies, interventions, and activities in alignment with the State Strategic Prevention Plan in order to prevent and reduce problems associated with substance abuse in Santa Barbara County.
2. **PROGRAM GOALS.** Contractor shall be responsible for achieving the State Strategic Prevention Plan (SPP) goals. 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. The program goals are the following:
 - A. Decrease opioid misuse.
 - B. Decrease marijuana use among youth.
 - C. Decrease underage drinking.
 - D. Decrease excessive drinking.
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).
 - C. **“It’s OK Santa Barbara Campaign”.** Coordinate with Behavioral Wellness Alcohol and Drug Program (ADP) to receive media campaign materials.
4. **SERVICES.** Contractor shall provide services to implement prevention strategies in alignment with the County-approved Strategic Prevention Plan, with the expectation of changing targeted consequences and consumption patterns within identified communities using Universal

Prevention strategies, as described herein, and in accordance with Exhibit E Program Goals, Outcomes and Measures - ADP:

A. Demonstrate Implementation of a Community Coalition/Task Force (“Coalition”). to enhance state and local alcohol and drug prevention efforts by mobilizing communities, participating in policy advocacy, and changing social norms.

1. Contractor will establish/maintain a Community Coalitions/Task Force with a minimum of the following twelve (12) community sectors involved in their coalition or task forces; Youth, Parents, Business, Media, Schools, Youth Service Organizations, Faith-based or Fraternal Organizations, Law Enforcement, Civic/Volunteer Groups, Healthcare Professionals, State, local or tribal government agency with expertise in the field of substance abuse and other organizations involved in reducing substance abuse. (CSAP Strategies: *Community Based Process, Environmental*).
2. Contractor will train a minimum of twelve (12) Coalition members annually on the application of evidence-based prevention strategies in order to establish common goals for collective impact in order to reduce opioid misuse, marijuana use among youth, underage drinking, excessive drinking and (CSAP Strategies: *Community Based Process, Information Dissemination*).

B. Decrease Opioid Misuse.

1. Contractor shall engage Coalition in community-based process and media advocacy to increase community awareness regarding the risks and harms associated with opioid misuse, including fentanyl. (CSAP Strategies: *Community Based Process, Environmental*)
2. Contractor shall engage Coalition in outreach education to raise awareness regarding signs and symptoms associated with opioid misuse and early intervention resources. (CSAP Strategies: *Community Based Process, Information Dissemination*)
3. Contractor shall conduct community outreach presentations, including parent and youth presentations regarding the harms associated with substance use and misuse.
4. Contractor shall use developed materials provided by ADP staff.
5. Contractor shall utilize the *Fentanyl is Forever Santa Barbara* Campaign and direct media to adult audiences in both English and Spanish.
6. Contractor shall use developed materials provided by ADP staff for all media purchases.
7. Contractor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.

C. Decrease Marijuana Use Among Youth.

1. Contractor shall utilize the *It's Ok Santa Barbara* Campaign to educate the community about consequences of marijuana use and reasons for youth not to use. (CSAP Strategies: *Community Based Process, Environmental, Information Dissemination*).
 - i. Contractor shall direct media for the *It's Ok Santa Barbara* Campaign to youth audiences.
 - ii. Contractor shall use developed materials provided by, or approved by, ADP staff for all media purchases.

- iii. Contractor shall use the following forms of media to distribute materials for both youth and adults in English and Spanish:
 - a. Radio – including both English and Spanish radio stations;
 - b. Television – local news stations including both English and Spanish television;
 - c. Buses;
 - d. Movie Theatre advertising;
 - e. Bowling lane advertising;
 - f. School and Community Events; and
 - g. Facebook and/or Instagram digital advertising.
 - iv. Contactor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.
2. **County Cannabis Education/Prevention Program.** Contractor shall enhance cannabis use education and prevention programs targeting adolescents by doing the following:
- i. Develop education to prevent and reduce cannabis use in adolescents.
 - ii. Deliver educational materials and campaigns to provide information and understanding of the health risks of Cannabis use among adolescents.
 - iii. Increase community awareness and education with strong positive information and education.

D. Decrease Underage Drinking.

- 1. Contractor shall utilize the *It's Ok Santa Barbara* Campaign to educate the community about consequences of underage drinking and reasons for youth not to use. (CSAP Strategies: *Community Based Process, Environmental, Information Dissemination*).
- 2. Contractor shall direct media for the *It's Ok Santa Barbara* Campaign to youth audiences.
- 3. Contractor shall use developed materials provided by, or approved by, ADP staff for all media purchases.
- 4. Contractor shall use the following forms of media to distribute materials for both youth and adults in English and Spanish:
 - i. Radio – including both English and Spanish radio stations;
 - ii. Television – local news stations including both English and Spanish television;
 - iii. Buses;
 - iv. Movie Theatre advertising;
 - v. Bowling lane advertising;
 - vi. School and Community Events; and
 - vii. Facebook and/or Instagram digital advertising.

5. Contactor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.

E. Decrease Excessive Drinking.

1. Contractor shall engage Coalition in media advocacy to increase community concerns about excessive drinking and promote visibility of enforcement. (*CSAP Strategies: Community Based Process, Environmental – Media Strategies, Information Dissemination*).
 - i. Contractor shall use developed materials provided by, or approved by, ADP staff for all media purchases.
 - ii. Contractor shall use the following forms of media to distribute materials for adults in both English and Spanish:
 - a. Radio – including both English and Spanish radio stations;
 - b. Television – local news stations including both English and Spanish television;
 - c. Buses;
 - d. Movie Theatre advertising;
 - e. Bowling lane advertising;
 - f. School and Community Events; and
 - g. Facebook and/or Instagram digital advertising.
 - iii. Contactor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.

5. STAFFING.

- A. Contractor shall employ a minimum of one staff person who functions as the Coalition Coordinator.
- B. The Coalition Coordinator must meet the following minimum requirements:
 1. Mobilize Coalition members in order to meet program outcomes.
 2. Serve as the primary point of contact with assigned ADP staff.
 3. Must have a minimum of two years of experience working in the field of prevention.

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. Collaboration with ADP Prevention Coalitions and Friday Night Live Program (FNL) to develop collaborative prevention strategies and media advocacy.
 2. Attendance at monthly Partners in Prevention meetings to receive technical support in all program goals.

- C.** Contractor shall collaborate with County staff in order to collect and maintain all data entry requirements as follows:
1. Collect participation data for a minimum of 24 outreach presentations (County-approved adolescent presentation or adult presentation).
 2. Collection and submission of a minimum of 240 Participation Feedback Forms (Adult and/or Adolescent).
 3. Monthly data entry of all program services into the DHCS data system (Data Reporting System) using the *Data Quality Standards for Prevention Services (January 2021)*.
 4. Completion of Contract Review Reporting Template on a quarterly basis including data on media campaigns reaching a minimum of 6000 people.
 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 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 collect a minimum of 50 surveys and 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 30 days of receipt.
- 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.

EXHIBIT B

FINANCIAL PROVISIONS

This Exhibit B includes the following parts:

EXHIBIT B	Financial Provisions – MHS
EXHIBIT B	Financial Provisions – ADP
EXHIBIT B-1	MHS Schedule of Rates and Contract Maximum
EXHIBIT B-1	ADP Schedule of Rates and Contract Maximum
EXHIBIT B-2	Contractor Budget
EXHIBIT B-3	Entity Rates and Codes by Service Type (NOT APPLICABLE TO THIS AGREEMENT)
EXHIBIT B-4	Federal Award Identification Tables

EXHIBIT B**FINANCIAL PROVISIONS – MHS**

(Applicable to programs described in Exhibit A-2 – MHSA PEI Early Childhood Mental Health Services)

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

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 **\$1,118,664**, inclusive of **\$480,000** in Mental Health funding (\$120,000 per Fiscal Year), 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 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.

- iii. 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 25 days following the end of the month being reported.

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.

For Medi-Cal Programs: 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 Behavioral Wellness Fiscal Division at FinanceCBO@sbcbswell.org. 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.

For Medi-Cal Programs: 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. For Medi-Cal Programs:** 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.

For Medi-Cal Programs: 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
FINANCIAL PROVISIONS – ADP

(Applicable to programs described in Exhibit A-4 (Primary Prevention – Community Coalitions))

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

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the 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 the Exhibit A-4.
- 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-4 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 the Exhibit A-4 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 F (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 **\$1,118,664**, inclusive of **\$638,664** in ADP funding (\$159,666 per Fiscal Year), 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. This fee collection requirement does not apply to prevention and early intervention contracts. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-3 ADP, if applicable. 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@sbcbswell.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 MEDI-CAL 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. 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-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to programs described in Exhibit A-2 – MHSA PEI Early Childhood MH Services)

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

FISCAL YEAR:

CONTRACTOR NAME:

Santa Ynez Valley People Helping People

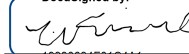
2023-2027

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Mental Health Promotion & Outreach	Cost Reimbursement	\$120,000
			\$120,000

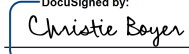
	PROGRAM			TOTAL
	Early Childhood Mental Health			
GROSS COST:	\$ 120,000			\$ 120,000
LESS REVENUES COLLECTED BY CONTRACTOR:				
PATIENT FEES				\$ -
CONTRIBUTIONS				\$ -
OTHER (LIST):				\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -
Total MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 120,000	\$ -	\$ -	\$ 120,000

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (1)				
MHSA NON-MEDI-CAL PROGRAM	\$ 120,000			\$ 120,000
OTHER (LIST):				\$ -
TOTAL CONTRACT PAYABLE:	\$ 120,000			\$ 120,000
TOTAL CONTRACT PAYABLE FY 23-27:	\$ 480,000	\$ -	\$ -	\$ 480,000

CONTRACTOR SIGNATURE:

DocuSigned by:


FISCAL SERVICES SIGNATURE:

DocuSigned by:


(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. The 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.

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

(Applicable to programs described in Exhibit A-4 – Primary Prevention: Community Coalitions)

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

Fiscal Year:

CONTRACTOR NAME:

Santa Ynez Valley People Helping People

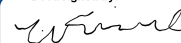
2023-2027

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Primary Prevention Coalition - Mid County	Cost Reimbursement	\$120,000
	Cannabis Education	Cost Reimbursement	\$39,666

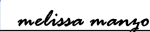
Total Contract Maximum Per Fiscal Year **\$159,666**

Contract Maximum by Program & Estimated Funding Sources				Total
Funding Sources (1)	PROGRAM(S)			
	Primary Prevention Coalition - Mid County	Cannabis Education		
SAPT Non-Medi-Cal Services	\$ 120,000			\$ 120,000
CalWORKS				\$ -
Grants				\$ -
Other County Funds		\$ 39,666		\$ 39,666
TOTAL CONTRACT PAYABLE PER FY:	\$ 120,000	\$ 39,666	\$ -	\$ 159,666
TOTAL CONTRACT PAYABLE FY 23-27:	\$ 480,000	\$ 158,664	\$ -	\$ 638,664

CONTRACTOR SIGNATURE:

DocuSigned by:


FISCAL SERVICES SIGNATURE:

DocuSigned by:

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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-2
ENTITY BUDGET BY PROGRAM

Santa Barbara County Department of Behavioral Wellness
Entity Budget By Program

AGENCY NAME: Santa Ynez Valley People Helping People

COUNTY FISCAL YEAR: Annual budget for each FY 23-27

LINE#	COLUMN#	1	2	3	4	5
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention Coalition - Mid County	Cannabis Education	Early Childhood Mental Health
1	Contributions		\$ -			
2	Foundations/Trusts		\$ -			
3	Behavioral Wellness Funding		\$ 279,666	\$ 120,000	\$ 39,666	\$ 120,000
4	Other Government Funding		\$ -			
5	Total Other Revenue		\$ 279,666	\$ 120,000	\$ 39,666	\$ 120,000
	II. Client and Third Party Revenues:					
6	Client Fees		-			
7	Total Client and Third Party Revenues		\$ -	\$ -	\$ -	\$ -
8	GROSS PROGRAM REVENUE BUDGET		\$ 279,666	\$ 120,000	\$ 39,666	\$ 120,000
	III. DIRECT COSTS		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention Coalition - Mid County	Cannabis Education	Early Childhood Mental Health
	III.A. Salaries and Benefits Object Level					
9	Salaries (Complete Staffing Schedule)		\$ 230,440	\$ 90,340	\$ 20,100	\$ 120,000
10	Employee Benefits		\$ -			
11	Payroll Taxes		\$ -			
12	Salaries and Benefits Subtotal		\$ 230,440	\$ 90,340	\$ 20,100	\$ 120,000
	III.B Services and Supplies Object Level					
13	Membership Dues		\$ 500	\$ 500		
14	Food		\$ 1,000		\$ 1,000	
15	Office Expense		\$ 3,866		\$ 3,866	
16	Publications and Legal Notices		\$ 21,000	\$ 16,000	\$ 5,000	
17	Transportation		\$ 250	\$ 250		
18	Other / Miscellaneous / Supplies		\$ 11,701	\$ 2,001	\$ 9,700	
19	Services and Supplies Subtotal		\$ 38,317	\$ 18,751	\$ 19,566	\$ -
20	SUBTOTAL DIRECT COSTS		\$ 268,757	\$ 109,091	\$ 39,666	\$ 120,000
21	IV. INDIRECT COSTS					
22	Administrative Indirect Costs (Reimbursement limited to 10%)		\$ 10,909	\$ 10,909		
23	GROSS DIRECT AND INDIRECT COSTS		\$ 279,666	\$ 120,000	\$ 39,666	\$ 120,000

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

EXHIBIT B-3
ENTITY RATES AND CODES BY SERVICE TYPE

NOT APPLICABLE TO THIS AGREEMENT.

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.

1. FY 23-24

Federal Award Identification Table		
1	Subrecipient Name	Santa Ynez Valley People Helping People
2	Subrecipient Unique Entity Number (DUNS Number)	941864472
3	Federal Award ID	1B08TI085794-01
4	FAIN	B08TI085794
5	Federal Award Date	2/15/2023
6	Subaward Period of Performance - Start Date and End Date	07/01/2023-06/30/2024
7	Subaward Budget Period - Start Date and End Date	07/01/2023-06/30/2024
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$120,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$120,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$120,000.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the 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, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, 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.

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.

Santa Ynez Valley People Helping People
Name of Contractor

Valerie Kissell
Printed Name of Person Signing for Contractor

Contract / Grant Number

DocuSigned by:

10330634F01C4A1
Signature of Person Signing for Contractor

6/14/2023
Date

CEO
Title

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

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

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

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)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____</p> <p>Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District If known:</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a last name, first name, MI):</p>	
<p>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 reported to the Congress semi-annually and 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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. 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.
 - (a) Enter the full names of the Individual(s) performing services, and include full address if different from 10.
 - (b) 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 – MHS
PROGRAM GOALS, OUTCOMES AND MEASURES**

PROGRAM EVALUATION for Santa Ynez Valley People Helping People (People Helping People): Contractor shall collect and report the following measurement indicators for short, intermediate, and long-term outcomes. Contractor shall on an ongoing basis report to County all evaluation, pre/post-test and survey results summaries, including:

Program Goals	Outcomes	(all outcomes are in %)	
		School-based Counseling	Nurturing Parent Program
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	N/A
	B. Psychiatric Inpatient Admissions	≤5	N/A
	C. Physical health hospitalizations	N/A	N/A
	D. Physical health emergency care	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	N/A
	B. Engaged in purposeful activity (educational, vocational, volunteer)	≥95	N/A
	C. Of those who discharged % who transitioned to a higher level of care (inpatient admission)	≤15	N/A
	D. Of those who discharged % who transitioned to a lower level of care (outpatient care)	≥85	N/A
	E. Incidents requiring a higher level of supervision	N/A	N/A
	F. Percent of clients who “showed improvement” on the Milestones of Recovery (MORS)	N/A	N/A

3. Provide mental health (and/or substance abuse) services for children and their families to prevent out-of-home and out-of-county placements.	A. New out-of-primary home placements (county & out-of-county)	≤5	N/A
	B. CANS (% completed)	N/A	N/A
	C. CANS Improvement in 3+ Domains (report % positive change by domain)	N/A	N/A
	D. PSC (% completed)	N/A	N/A
	E. Other	N/A	N/A
4. Provide education/support services to children and families that promote positive parenting	# Parenting education and support groups offered per year	N/A	30
5. Assist children and families in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives	# screenings and assessments for individuals presenting with mental health concerns	N/A	80
	# referrals to Family Services Coordinators for case management and linkages/referrals to other needed services including referrals to BWell for Mental Health services	N/A	60

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.

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

	GOAL	Total
Cannabis Education Program		
Adolescent Presenters Trained	100%	4 to 6 youth
Community Presentations	100%	6
Persons reached through presentations	<85%	120
Coalitions		
Coalition Members	100%	12
Opioid		
Media outreach purchased (PSA/Television/Social media spots – <i>Fentanyl is Forever</i>)	100%	1
Community presentations – Opioid Adult and Adolescent Presentation	100%	24
Adult and Adolescent feedback from presentations	100%	240
Persons reached through media	100%	8000
Marijuana		
Media outreach purchased (PSA/Television/Social media spots – <i>It's Ok</i> campaign)	100%	1
Persons reached	100%	8000
Underage Drinking		
Media outreach purchased (PSA/Television/Social media spots – <i>It's Ok</i> campaign)	100%	1
Persons reached through media	100%	8000
Excessive Drinking		
Media outreach purchased (PSA/Television/Social Media spots)	100%	1
Persons reached through media	100%	6000
Collection of Media Campaign Surveys	100%	50

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.