

**Attachment A –
Tarzana Treatment Centers
FY 2023-27 Board Contract
Second Amendment**

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

BETWEEN

COUNTY OF SANTA BARBARA

AND

TARZANA TREATMENT CENTERS, INC.

FOR

ALCOHOL AND DRUG PROGRAMS

SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 23-078**, is made by and between the **County of Santa Barbara** (County) and **Tarzana Treatment Centers, Inc.** (Contractor) with an address at 18646 Oxnard Street, Tarzana, CA 91356 for the continued provision of services specified herein (hereafter, Second Amendment).

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 referenced herein;

WHEREAS, in July 2023, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 23-078, for the provision of Residential Treatment Services for a total maximum contract amount not to exceed \$4,568,400, inclusive of \$1,142,100 per fiscal year, for the period of July 1, 2023, through June 30, 2027, (hereafter, the Agreement);

WHEREAS, in February 2025, the parties subsequently entered into a First Amendment to the Agreement to increase the contract amount by \$4,471,200 for the provision of Residential Treatment Services to additional members for a revised total maximum contract amount not to exceed \$9,039,600, inclusive of \$1,142,100 for FY 2023-24, \$2,632,500 for FY 2024-25, \$2,632,500 for FY 2025-26, and \$2,632,500 for FY 2026-27, with no change to the contract term of July 1, 2023, through June 30, 2027, (hereafter, First Amendment); and

WHEREAS, the parties wish to make certain changes to the Agreement through this Second Amendment to update certain standard terms and conditions in compliance with state and federal requirements or to clarify the obligations of the parties, update general Alcohol and Drug Program (ADP) provisions in Exhibit A-1, add one new facility located in Lancaster, California for Residential Treatment Services to Exhibit A-3, update financial provisions in Exhibit B and the Entity Rates and Codes by Service Type in Exhibit B-3, resulting in no change to the total maximum contract amount of **\$9,039,600**, and with no change to the contract term of July 1, 2023, through June 30, 2027.

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

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

8. DEBARMENT AND SUSPENSION.

- A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B.** Contractor shall also comply with the debarment and suspension provisions set forth in EXHIBIT A-1 General Provisions: ADP to this Agreement.

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

10. CONFLICT OF INTEREST.

- A.** Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.
- B.** Contractor shall also comply with the conflict of interest provisions set forth in EXHIBIT A-1 General Provisions: ADP to this Agreement.

III. Delete Section 11, Ownership of Documents and Intellectual Property, Paragraph 1, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

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.

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

14. RECORDS, AUDIT, AND REVIEW.

- A.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the expiration or termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)
- B.** Contractor shall also comply with the records, audit, and review provisions set forth in EXHIBIT A-1 General Provisions: ADP to this Agreement.

- C. Contractor shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse the amount of the audit exceptions and all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits including, but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

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

19. TERMINATION.

A. By County.

- 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

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

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

26. ENTIRE AGREEMENT AND AMENDMENT.

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

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

28. COMPLIANCE WITH LAW.

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

VIII. Delete Section 34, Compliance with Privacy Laws, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

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

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

IX. Delete Section 35, Court Appearances, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

35. MANDATORY DISCLOSURES.

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

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

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

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain covered telecommunications equipment or services;
 - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

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

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

37. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
- B. For purposes of this section:
 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

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

38. PROCUREMENT OF RECOVERED MATERIALS.

- A. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- C. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

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

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

A. Certification and Disclosure Requirements.

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

Amendment). An event that materially affects the accuracy of the information reported includes:

- i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
5. All disclosure forms shall be forwarded from tier to tier until received by County.

B. Prohibition. Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

C. Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.

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

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

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

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

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

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.
- B. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XVI. Add Section 42, Business Associate, to the Standard Terms and Conditions of the Agreement as follows:

42. BUSINESS ASSOCIATE. (RESERVED)

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

1. PERFORMANCE.

- A. This Agreement shall be governed by and construed in accordance with all laws and regulations and all contractual obligations of County under the Integrated Intergovernmental Agreement (Contract No. 24-40145) between County and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at [County of Santa Barbara - File #: 25-00016](#), is incorporated herein by reference.
 - 1. Contractor agrees to comply with the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Integrated Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medical Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, of the Integrated Intergovernmental Agreement.
 - 2. Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.
 - 3. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.
 - 4. Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement.

Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.

5. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.

B. Contractor shall comply with the following as applicable:

1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
2. 42 Code of Federal Regulations (C.F.R.) part 438 as applicable;
3. 42 Code of Federal Regulations (C.F.R.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
4. 42 Code of Federal Regulations (C.F.R.) part 2, regarding confidentiality of substance use disorders patient records;
5. All laws and regulations relating to patients' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
6. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.

C. Contractor shall comply with:

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

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

E. Compliance with SAPT Requirements.

1. Contractor shall abide by all relevant provisions of law governing the Substance Use Prevention and Treatment Block Grant (SUBG) including, but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to members under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.
2. Contractor shall comply with all applicable provisions of the Performance Agreement between the County and DHCS, Agreement Number 21-10112, 21-10112 A1 and 21-10112 A2, which are incorporated by this reference.

XVIII. Add Subsection L, Staffing Definitions; and Subsection M, Email Domain, to Section 2, Staff, of Exhibit A-1, General Provisions – ADP, of the Agreement as follows:

2. STAFF.

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

1. **Licensed Mental Health Professional or Licensed Practitioners of the Healing Arts (LPHA).** “Licensed mental health professional” or “licensed practitioners of the healing arts” mean any of the following providers who are licensed in accordance with applicable State of California licensure requirements:
 - i. licensed physicians;
 - ii. licensed psychologists (includes waived psychologists);
 - iii. licensed clinical social workers (includes waived or registered clinical social workers);
 - iv. licensed professional clinical counselor (includes waived or registered professional clinical counselors);
 - v. licensed marriage and family therapists (includes waived or registered marriage and family therapists);
 - vi. registered nurses (includes certified nurse specialists and nurse practitioners);
 - vii. licensed vocational nurses;
 - viii. licensed psychiatric technicians; and
 - ix. licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.-A, page 11 [TN 23-0026]; BHIN 24-023.)
2. **Waivered/Registered Professional.** “Waivered/Registered Professional” means:
 - i. For a psychologist candidate, “waivered” means an individual who either is gaining the experience required for licensure or was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.

- ii. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, “registered” means a candidate for licensure who is registered or is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure in accordance with applicable statutes and regulations and “waivered” means a candidate who was recruited for employment from outside California, whose experience is sufficient to gain admission to the appropriate licensing examination, and who has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law. (State Plan TN: 23-0026; BHIN 24-023.)
3. **Clinical Trainee.** “Clinical Trainee” means an unlicensed individual who is enrolled in a postsecondary educational program that is required for the individual to obtain licensure as a Licensed Mental Health Professional; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or the applicable licensing board to participate in the practicum, clerkship, or internship and provide specialty mental health services including, but not limited to, all coursework and supervised practice requirements. Clinical Trainee provider types include:
 - i. Nurse Practitioner Clinical Trainee;
 - ii. Licensed Psychologist Clinical Trainee;
 - iii. Licensed Clinical Social Worker Clinical Trainee;
 - iv. Licensed Marriage and Family Therapist Clinical Trainee;
 - v. Licensed Professional Clinical Counselor Clinical Trainee;
 - vi. Licensed Psychiatric Technician Clinical Trainee;
 - vii. Registered Nurse Clinical Trainee;
 - viii. Licensed Vocational Nurse Clinical Trainee;
 - ix. Licensed Occupational Therapist Clinical Trainee;
 - x. Licensed Physician Clinical Trainee (Medical Student);
 - xi. Registered Pharmacist Clinical Trainee;
 - xii. Physician Assistant Clinical Trainee; and
 - xiii. (Certified) Clinical Nurse Specialist Clinical Trainee (specialty mental health delivery system only). (State Plan TN: 23-0026; BHIN 24-023.)
4. **Medical Assistant.** “Medical Assistant” is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements, and provides administrative, clerical, and technical supportive services according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner or physician assistant must be physically present in the treatment facility (medical office or

clinic setting) during the provision of services by a medical assistant. (State Plan TN: 23-0026; BHIN 24-023.)

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

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

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

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

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

XX. Delete Section 4, Reports, Subsection B, Programmatic, Subsection 4, of Exhibit A-1, General Provisions – ADP, of the Agreement, and replace it with the following:

4. REPORTS.

B. Programmatic.

4. The Measures described in Exhibit E, Program Goals, Outcomes, and Measures, as applicable and as may be modified or amended. In addition, Contractor may include in its report any other data that demonstrate the effectiveness of Contractor’s programs; and

XXI. Add Subsection F, Staffing, to Section 4, Reports, of Exhibit A-1, General Provisions – ADP, of the Agreement as follows:

4. REPORTS.

- F. Staffing.** 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.

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

5. COMPLIANCE PROGRAM.

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

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

7. CONFIDENTIALITY.

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

Agreement Number 24-40145 to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

- C. **No Publication of Member Lists.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- D. **Member's Health Record.** Contractor shall maintain and share, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each member's privacy is protected in accordance with this Agreement, all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- E. Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information ("PII") as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- F. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

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

XXIV. Add Subsections D and E to Section 8, Client and Family Member Empowerment, of Exhibit A-1, General Provisions – ADP, of the Agreement as follows:

8. CLIENT AND FAMILY MEMBER EMPOWERMENT.

- D. 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).

E. Contractor shall obtain and retain a written medication consent form signed by the member in accordance with *Department of Behavioral Wellness' Policy and Procedures #8.009 Medication Consent for Adults* to the extent Contractor is a "provider" as defined by the Integrated Intergovernmental Agreement.

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

9. CULTURAL COMPETENCE.

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.

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

9. CULTURAL COMPETENCE.

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.

XXVII. Delete Section 10, Notification Requirements, Subsection vi, Beneficiary's Health Record, of Exhibit A-1, General Provisions – ADP, of the Agreement, and replace it with the following:

10. NOTIFICATION REQUIREMENTS.

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

XXVIII. Add Subsection vii to Section 10, Notification Requirements, of Exhibit A-1, General Provisions – ADP, of the Agreement as follows:

10. NOTIFICATION REQUIREMENTS.

vii. Contractor shall post taglines in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where Contractor interacts with the public, on Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

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

11. MONITORING.

A. **County Monitoring Process.** Contractor agrees to abide by and cooperate with the County's Monitoring process which ensures medical necessity for Drug Medi-Cal services, appropriateness and quality of care, and an annual onsite review. This

review may include clinical record peer review, member survey, and other program monitoring practices, as required by the Integrated Intergovernmental Agreement, Contract Number 24-40145. Contractor shall cooperate with these programs, and shall furnish necessary assessment, clinical documentation and treatment plan if applicable, subject to Federal or State confidentiality laws, and provisions of this Agreement.

- D. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

XXX. Delete Section 14, Additional Program Requirements, Subsection C, Provide DMC-ODS Beneficiary Handbook to Clients; Subsection D, Provide Materials in English and Spanish; Subsection E, Maintain Provider Directory, Paragraph 1; Subsection M, Recordkeeping Requirements, Subsection 1; and Subsection N, Parity in Mental Health and Substance Use Disorder Benefits (42 C.F.R. § 438.900 et seq.), of Exhibit A-1, General Provisions – ADP, of the Agreement, and replace them with the following:

14. ADDITIONAL PROGRAM REQUIREMENTS.

C. Member Handbook. Contractor shall provide the County of Santa Barbara DMC-ODS Member Handbooks to all members in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Information Materials*, upon member enrollment into DMC-ODS treatment program or upon request within five business days, and shall inform all members of where the information is placed on the County website in electronic form. Contractor shall document the date and method of delivery to the member in the member's file. Contractor shall inform member that information is available in alternate formats and how to access those formats. The Handbook shall contain all information specified in 42 C.F.R. Section 438.10(g)(2)(xi) about the grievance and appeal system.

D. Written Materials in English and Spanish. Contractor shall make its written materials available to all members and potential members, including provider directories, County of Santa Barbara Handbook, appeal and grievance notices, denial and termination notices and program curriculum, in English and Spanish, as applicable (42 C.F.R. § 438.10(d)(3)). Contractor shall maintain an adequate supply of County-provided written materials and shall request additional written materials from County as needed.

E. Maintain Provider Directory.

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

M. Recordkeeping Requirements.

1. Member grievance and appeal records specified in 42 C.F.R. Section 438.416 and maintained in accordance with the Integrated Intergovernmental Agreement, Contract Number 24-40145, including at minimum, all of the following information:
 - i. A general description of the reason for the appeal or grievance.
 - ii. The date received.

- iii. The date of each review, or if applicable, review meeting.
- iv. Resolution at each level of the appeal or grievance, if applicable.
- v. Date of resolution at each level, if applicable.
- vi. Name of the covered person for whom the appeal or grievance was filed.

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

XXXI. Add Subsection P, Effective Communication with Individuals with Disabilities; and Subsection Q, Department of Behavioral Wellness Policies and Procedures, to Section 14, Additional Program Requirements, of Exhibit A-1, General Provisions – ADP, of the Agreement as follows:

14. ADDITIONAL PROGRAM REQUIREMENTS.

P. Effective Communication with Individuals with Disabilities.

1. Contractor shall comply with all applicable federal, state, and local disability laws and requirements including, but not limited to, 28 Code of Federal Regulations section 35.160 et seq. and California Department of Health Care Services BHIN 24-007 and take appropriate steps to ensure effective communication with individuals with disabilities.
2. Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in or enjoy the benefits of Contractor's covered services, programs, and activities.
3. Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20- point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.
4. Contractor shall provide auxiliary aids and services including:
 - i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or

- equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
 - ii. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.
5. When providing interpretive services, Contractor shall use qualified interpreters to interpret for a member with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for a member with a disability is an interpreter who:
 - i. Adheres to generally accepted interpreter ethics principals including member confidentiality; and
 - ii. Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For a member with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).
 6. If Contractor provides a qualified interpreter for a member with a disability through VRI services, Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating member's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
 7. Contractor shall not require a member with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying a member with a disability to interpret or facilitate communication except when:
 - i. There is an emergency involving an imminent threat to the safety or welfare of the member or the public and a qualified interpreter is not immediately available; or
 - ii. The member with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances.

- iii. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for a member with a disability, Contractor shall first inform the member that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the member's confidentiality.
 - iv. Contractor shall ensure that the refusal of free interpreter services and the member's request to use a family member, friend, or a minor child as an interpreter is documented.
8. Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

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

- 1. **Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
- 2. **Policy and Procedure #2.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.005 Accessibility for Persons with Disabilities.*
- 3. **Policy and Procedure #2.006.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.006 Language Services for Individuals with LEP.*
- 4. **Policy and Procedure #2.007.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.007 Cultural and Linguistic Competency.*
- 5. **Policy and Procedure #2.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.008 Nondiscrimination of Clients.*
- 6. **Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
- 7. **Policy and Procedure #4.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.004 Unusual Occurrence Incident Reporting.*
- 8. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing*

Materials.

9. **Policy and Procedure #4.010.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.010 Notice of Adverse Benefits Determination.*
10. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
11. **Policy and Procedure #4.015.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.015 Staff Credentialing and Re-Credentialing.*
12. **Policy and Procedure #4.020.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.020 Beneficiary Problem Resolution Process.*
13. **Policy and Procedure #7.007.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.007 DMC-ODS Residential Treatment Services.*
14. **Policy and Procedure #7.013.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.013 DMC-ODS Level of Care Determination and Medical Necessity.*
15. **Policy and Procedure #7.020.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.020 Naloxone Distribution.*
16. **Policy and Procedure #7.022.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.022 DMC-ODS MAT.*
17. **Policy and Procedure #7.036.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #7.036 Nondiscrimination and Institutional Safeguards for Religious Providers.*
18. **Policy and Procedure #8.009.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.009 Medication Consent for Adults.*
19. **Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Client Problem Lists Treatment Plans and Progress Notes.*
20. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform.*
21. **Policy and Procedure #8.104.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.104 Mandated Reporting of Client Abuse.*
22. **Policy and Procedure #12.002.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #12.002 Trafficking Victims Protection Act of 2000.*
23. **Policy and Procedure #14.000.** Contractor shall comply with *Department of*

Behavioral Wellness' Policy and Procedures #14.000 Information System for Workforce Access.

24. **Policy and Procedure #14.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #14.004 Mail Encryption.*

XXXII. Delete Section 15, Definitions, Subsection C, Professional Staff, of Exhibit A-1, General Provisions – ADP, of the Agreement, and replace it with the following:

15. DEFINITIONS.

C. Professional Staff. (RESERVED)

XXXIII. Delete Section 16, Nondiscrimination, of Exhibit A-1, General Provisions – ADP, of the Agreement, and replace it with the following:

16. NONDISCRIMINATION. (RESERVED)

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

17. GENERAL FISCAL AUDIT REQUIREMENTS.

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

XXXV. Delete Section 18, State Contract Compliance for all Contract Services, of Exhibit A-1, General Provisions – ADP, of the Agreement, and replace it with the following:

18. ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS.

A. County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)

B. Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.

C. Americans with Disabilities Act. Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

D. Generative Artificial Intelligence Technology Uses and Reporting.

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

E. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection E.3 of this Section 18 (Additional State Contract Compliance Requirements), with individuals or entities listed in subsection E.1.i and ii. Contractor shall further require that its subcontractors and contracted providers abide by this requirement.
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. section 2.101, of a person described in subsection E.1.i. (42 C.F.R. § 438.610(a)(2).)
2. Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 United States Code [U.S.C.] § 1320a-7b(f)) pursuant to

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

3. Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this subsection E.3 with an excluded, debarred, or suspended individual, provider, or entity.
 - i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

F. Disclosures.

1. **Disclosures of 5% or More Ownership Interest.** Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section 18 (Additional State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in Disclosing Entity. The address for corporate

entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.

- ii. Date of birth and Social Security Number (in the case of an individual).
 - iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Disclosing Entity or in any subcontractor in which Disclosing Entity has a five percent or more interest.
 - iv. Whether the person (individual or corporation) with an ownership or control interest in Disclosing Entity is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling.
 - v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.
2. **Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:
- i. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - ii. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.
3. **Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:
- i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)
 - ii. The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).) For this purpose, the word “agent” has the meaning described in 42 C.F.R. section 455.101.
4. **Remedies.** If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:

- i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section 18 (Additional State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)
- ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

G. Records, Audit, and Review.

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

- iii. If any litigation, claim, negotiation, audit, or other action pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement has been started before the expiration of the 10-year period, until completion of the action and resolution of all issues which arise from it.
- 4. Contractor shall include subsection G (Records, Audit, and Review) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

H. Conflict of Interest.

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

5. Contractor shall include subsection H (Conflict of Interest) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

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

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)
2. Contractor shall include subsection I (Nondiscrimination and Compliance (GTC 02/2025) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

J. Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion,

denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.

3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section 18 (Additional State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

K. Subcontract Requirements.

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

L. Federal Equal Employment Opportunity Requirements.

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the

Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

7. Contractor will include subsection L (Federal Equal Employment Opportunity Requirements) of this Section (Additional State Contract Compliance Requirements) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by the regulation at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran’s Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

M. Debarment and Suspension Certification.

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

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

N. Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.

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

O. Mandatory Disclosures.

1. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
3. Contractor shall also comply with the disclosure provisions set forth below in Section S (Byrd Anti-Lobbying Amendment) and this EXHIBIT A General Provisions to this Agreement.

P. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.

1. Contractor is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain covered telecommunications equipment or services;
 - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
2. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. 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);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
3. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
4. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to

procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

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

Q. Domestic Preferences For Procurements.

1. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
2. For purposes of this section:
 - i. “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.
 - ii. “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.
3. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

R. Procurement Of Recovered Materials.

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

efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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

S. ALCOHOL AND DRUG PROGRAM.

1. **Nullification of Drug Medi-Cal (DMC) Treatment Program Substance Use Disorder Services (if applicable).**
 - i. The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Agreement.
 - ii. In the event the Drug Medi-Cal Treatment Program Services component of this Agreement becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Agreement. All other requirements and conditions of this Agreement will remain in effect until amended or terminated.
2. **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.
3. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drug 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 (Heath & Safety Code § 11999-11999.3). By signing this Contract, Contractor agrees that it shall enforce, and shall require its subcontractors and contracted providers to enforce, these requirements.
4. **Noncompliance with Reporting Requirements.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and as identified in Document 1F(a) to the Intergovernmental Agreement (Reporting Requirement Matrix for Counties).
5. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.**
 - i. None of the funds made available through this Agreement 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).

- ii. Contractor is advised of its, and 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 C.F.R. Part 1001.
- 6. **Health Insurance Portability and Accountability Act (HIPAA) of 1996.** If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Intergovernmental Agreement Contract Number 24-40145, the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Intergovernmental Agreement Exhibit F for additional information.
 - i. **Trading Partner Requirements.**
 - a. **No Changes.** County and Contractor hereby agree that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 C.F.R. Part 162.915 (a)).
 - b. **No Additions.** County and Contractor hereby agree that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 C.F.R. Part 162.915 (b)).
 - c. **No Unauthorized Uses.** County and Contractor hereby agree that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 C.F.R. Part 162.915 (c)).
 - d. **No Changes to Meaning or Intent.** County and Contractor hereby agree that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 C.F.R. Part 162.915 (d)).
 - ii. **Concurrence for Test Modifications to HHS Transaction Standards.** County agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.
 - iii. **Adequate Testing.** County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
 - iv. **Deficiencies.** County and Contractor agree to cure transactions errors or deficiencies identified by the DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information

regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

- v. **Code Set Retention.** Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
 - vi. **Data Transmission Log.** Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.
7. **Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibit F to the Intergovernmental Agreement, Contract Number 24-40145, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 C.F.R., Chapter I, Subchapter A, Part 2.
 8. **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 certified as defined in Title 9, C.C.R., Division 4, Chapter 8.
 9. **Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. 438.206(c)(2).
 10. **Trafficking Victims Protection Act of 2000 (TVPA).** Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. Section 7104(g), as amended by Section 1702 of Pub.L. 112-239). The County has the authority to terminate the Agreement without penalty within thirty (30) days or to take any other remedial action authorized under 22 U.S.C. Section 7104b(c), if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect; (b) Procures a commercial sex act during the period of time that the Agreement is in effect; or (c) Uses forced labor in the performance of the Agreement or subcontracts under the Agreement, in accordance with TVPA of 2000 and in accordance with *Department Policy #12.002 Trafficking Victims Protection Act of 2000* found at: <https://cosantabarbara.app.box.com/s/xdltu9hq9xlvakn3bcaoa7t2hemorphn>. Contractor must inform County immediately of any information Contractor

receives from any source alleging a violation of a prohibition in this paragraph. For full text of the award term, go to: [https://uscode.house.gov/view.xhtml?req=\(title:22%20section:7104%20d%20edition:prelim\)%20OR%20\(granuleid:USC-prelim-title22-section7104%20d\)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true](https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20d%20edition:prelim)%20OR%20(granuleid:USC-prelim-title22-section7104%20d)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true).

11. **Adolescent Substance Use Disorder Best Practices Guide.** Contractor will follow the California Adolescent Substance Use Disorder Best Practices Guide available at https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practice%20Guide/AdolBestPracGuideOCTOBER2020.pdf and incorporated by this reference, in developing and implementing adolescent treatment programs funded under this Agreement, until such time as new adolescent guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.
12. **Nondiscrimination in Employment and Services.** By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.
13. **Federal Law Requirements.** Contractor shall comply with all applicable Federal laws including:
 - i. 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.
 - ii. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
 - iii. 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.
 - iv. Age Discrimination Act of 1975 (45 C.F.R. Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
 - v. Age Discrimination in Employment Act (29 C.F.R. Part 1625).
 - vi. Title I of the Americans with Disabilities Act (29 C.F.R. Part 1630) prohibiting discrimination against the disabled in employment.
 - vii. Americans with Disabilities Act (28 C.F.R. Part 35) prohibiting discrimination against the disabled by public entities.
 - viii. Title III of the Americans with Disabilities Act (28 C.F.R. Part 36) regarding access.
 - ix. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

- x. Executive Order 11246 (42 USC § 2000(e) et seq. and 41 C.F.R. Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- xi. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- xii. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- xiii. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A – E).
- xiv. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- xv. Section 1557 of the Patient Protection and Affordable Care Act.
- xvi. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. Section 438.58 and with the prohibitions described in Section 1902(a)(4)(C) of the Social Security Act applicable to contracting officers, employees, or independent Contractors.

14. State Law Requirements. Contractor shall comply with all applicable State laws including:

- i. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 C.C.R. § 10000 et seq.).
- ii. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- iii. Title 9, Division 4, Chapter 8 of the C.C.R., commencing with Section 10800.
- iv. No state or federal funds shall be used by the Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or to provide direct, immediate, or substantial support to any religious activity.
- v. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

15. Investigations and Confidentiality of Administrative Actions.

- i. Contractor acknowledges that if it is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to WIC Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC Section 14107.11 and C.F.R., Title 42,

Section 455.23. The County is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

- ii. County and DHCS have entered a Confidentiality Agreement that permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

16. Additional Federal and State Requirements. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.

17. Regulations and Guidelines. Contractor shall comply with the following regulations and guidelines:

- i. Title 21, C.F.R. Part 1300 et seq., Title 42, C.F.R., Part 8;
- ii. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
- iii. Title 22, C.C.R., Sections 51341.1, and 51490.1;
- iv. Standards for Drug Treatment Programs (October 21, 1981);
- v. Title 9, C.C.R., Division 4, Chapter 4, Subchapter 1, Section 10000 et seq.;
- vi. Title 22, C.C.R., Section 51000 et seq.;
- vii. HSC, Division 10.5, commencing with Section 11760;
- viii. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000;
- ix. Government Code Section 16367.8;
- x. Title 42, C.F.R., Sections 8.1 through 8.6;
- xi. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
- xii. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

In the event of conflicts, the provisions of Title 22 of the California Code of Regulations shall control if they are more stringent.

18. Control Requirements.

- i. Contractor shall establish written policies and procedures consistent with these requirements:
 - a. HSC, Division 10.5, commencing with Section 11760.
 - b. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000.
 - c. Government Code Section 16367.8.
 - d. Title 42, C.F.R., Sections 8.1 through 8.6.
 - e. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
 - f. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

- ii. 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.

19. **State Revocation.** 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 paragraph regarding Termination.

20. **Participation in the County Behavioral Health Director's Association of California.**

- i. County's AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.
- ii. County's AOD Program Administrator shall attend any special meetings called by the Director of DHCS.

XXXVI. Delete Section 19, Additional Requirements for SABG/SAPT-Funded Services, of Exhibit A-1, General Provisions – ADP, of the Agreement, and replace it with the following:

19. ADDITIONAL REQUIREMENTS FOR SUBG-FUNDED SERVICES.

A. General Provisions. The Substance Use Prevention and Treatment Block Grant (SUBG) 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 to include but not limited to:

1. **Restriction on Distribution of Sterile Needles.** No SUBG 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.
2. **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.
3. **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)).
4. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to individuals receiving treatment.
 - ii. Reduce barriers to patients' accepting TB treatment.

- iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
- 5. **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.
- 6. **Information Access for Individuals with Limited English Proficiency.**
 - i. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
 - ii. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.
- 7. Non-profit subcontractors receiving SUBG 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.

B. Additional Control Requirements.

- 1. In accepting DHCS drug and alcohol SUBG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
 - i. C.C.R. Title 9, Division 4, commencing with Section 9000.
 - ii. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7, commencing with Section 16366.1.
 - iii. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
 - iv. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x- 53, 300x-57, and 300x-64 through 66.
 - v. Title 2, C.F.R. part 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

- vi. Title 45, C.F.R., Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
 - vii. Title 42, C.F.R., Sections 8.1 through 8.6.
 - viii. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A-E).
 - ix. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
 - x. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).
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. 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 I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SUBG funds used to pay a salary in excess of the rate of basic pay for Level I 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 I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SUBG funds.

C. Additional Contract Compliance Provisions.

1. **Nondiscrimination and Institutional Safeguards for Religious Providers.** In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 C.F.R. Part 54, Contractor is required to submit to the County ADP Division Chief, the “Survey on Ensuring Equal Opportunity for Applicants” form, available from ADP Division Chief, to identify if the organization is a religious provider. Contractor shall not use funds provided through this Agreement for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a member or prospective member on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for members who may object to the religious nature of the Contractor’s Program. Referrals that were made due to the religious nature of the Contractor’s Program shall be submitted within three (3) days to the County.
2. **Tribal Communities and Organizations.** County shall regularly assess (e.g. review population information available through Census data, and compare to information obtained in CalOMS Treatment data, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American

Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

3. **Perinatal Practice Guidelines.** As applicable, Contractor shall be properly certified to provide perinatal DMC services and shall comply with the applicable requirements contained in Article III. PP of the Intergovernmental Agreement, Exhibit A, Attachment I. Contractor must also comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The “*Perinatal Practice Guidelines*” are incorporated by reference. The Contractor must comply with the current version of these guidelines: https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf, until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

Contractor receiving SUBG funds must adhere to the *Perinatal Practice Guidelines*, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

XXXVII. Add Subsection D to Section 1, Program Summary, of Exhibit A-3, Statement of Work: ADP Residential Treatment Services, of the Agreement as follows:

1. PROGRAM SUMMARY.

D. 44505 90th Street West, Building B, Lancaster, CA 93536.

XXXVIII. Delete Section 3, Services, Subsection A, Residential and Inpatient Treatment Services, Subsection 2, Care Coordination, Paragraph 1; and Subsection 3, Clinical Consultation, of Exhibit A-3, Statement of Work: ADP Residential Treatment Services, of the Agreement, and replace them with the following:

3. SERVICES.

A. Residential and Inpatient Treatment Services.

2. **Care Coordination Services.** Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone. Care coordination may also be delivered and claimed as a standalone service. Care coordination includes one or more of the following components:
3. **Clinician Consultation.** Clinician Consultation consists of DMC-ODS providers who are qualified to perform assessments, consulting with DMC-ODS LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS members. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with

complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS members. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems. These consultations can occur in person, by telehealth, by telephone, or by telecommunication systems.

XXXIX. Delete Section 4, Levels of Care, Subsection J, Perinatal Services, Subsection 1; Subsection K, Transitions to Other Levels of Care (LOC), Subsection 2; and Subsection L, Additional Contractor-Specific Services, of Exhibit A-3, Statement of Work: ADP Residential Treatment Services, of the Agreement, and replace them with the following:

3. LEVELS OF CARE.

J. Perinatal Services.

1. Individual, group counseling and drug testing that is in alignment with the current State of California Perinatal Practice Guidelines, and any updates thereto: [Perinatal-Practice-Guidelines-2024](#).

K. Transitions to Other Levels of Care (LOC).

2. The ASAM Criteria shall be used to determine placement into the appropriate level of care for all members, and is separate and distinct from determining medical necessity.
 - i. For members 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the member's first visit with an LPHA or registered/certified counselor.
 - ii. For members under 21, or for adults experiencing homelessness, a full assessment using the ASAM Criteria shall be completed within 60 days of the member's first visit with an LPHA or registered/certified counselor.
 - iii. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care 0.5).
 - iv. If a member withdraws from treatment prior to completing the ASAM Criteria assessment and later returns, the time period starts over.
 - v. A full ASAM Criteria assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services. A full ASAM assessment does not need to be repeated unless the member's condition changes.

L. Additional Contractor-Specific Services. Contractor shall provide:

1. Contractor shall provide Co-Occurring Capable treatment services as defined by the American Society of Addiction Medicine (ASAM). Co-Occurring Capable services have a primary focus on substance-use disorder but are capable of treating members with sub-threshold or diagnosable but stable mental disorders within a provider's scope of practice. ; Identified program staff are competent to

understand and identify signs and symptoms of acute psychiatric conditions and have a referral process in place for member in need of psychiatric services.

- i. Contractor shall admit clients with co-occurring disorders where appropriate.
- ii. Treatment planning and group programming shall include specific interventions to help members manage their substance use disorder and mental health symptoms.
- iii. All staff shall be supported and assisted to be co-occurring competent so that all staff can work as an integrated team and identify when referrals to mental health providers are needed.

XL. Delete Section 10, Documentation Requirements, Subsection B, Documentation Requirements, of Exhibit A-3 Statement of Work: ADP Residential Treatment Services, of the Agreement, and replace it with the following:

10. DOCUMENTATION REQUIREMENTS.

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

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

(Applicable to programs described in Exhibit A-3)

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

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

XLII. Delete Section VI, Reallocation of Program Funding, of Exhibit B, Financial Provisions – ADP, of the Agreement, and replace it with the following:

VI. REALLOCATION OF PROGRAM FUNDING.

Funding is limited by program to the amount specified in Exhibit B-1-ADP. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. 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 members.

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.

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

VIII. COST REPORT FOR NON-DRUG MEDI-CAL SERVICES.

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

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

D. Single Audit Report. If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt. Subrecipients of federal awards must also submit a copy of their Single Audit Certification indicated whether they are subject to this requirement within sixty (60) days after the end of the fiscal year.

XLIV. Delete Section IX, Audits and Audit Appeals, Subsection B, Settlement; and Subsection C, Invoice for Amounts Due, of Exhibit B, Financial Provisions – ADP, of the Agreement, and replace them with the following:

IX. AUDITS AND AUDIT APPEALS.

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. 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.

- 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.

XLV. Add Section X, Loss of Federal Authority, to Exhibit B, Financial Provisions – ADP, of the Agreement as follows:

X. LOSS OF FEDERAL AUTHORITY.

- A.** Should any part of the scope of work under this Agreement relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which the Centers for Medicare & Medicaid Services (CMS) has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. County will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law.
- B.** If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work.
- C.** If County has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Agreement the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to County.
- D.** If Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and County paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority.
- E.** County will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by County to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

XLVI. Delete Exhibit B-3, Entity Rates and Codes by Service Type, of the Agreement, and replace it with the following:

THIS SECTION LEFT BLANK INTENTIONALLY

EXHIBIT B-3 ENTITY RATES AND CODES BY SERVICE TYPE FOLLOWS

EXHIBIT B-3
ENTITY RATES AND CODES BY SERVICE TYPE
SCHEDULE OF CODES
OUTPATIENT NON-MEDICAL DIRECT SERVICES

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

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment	15
96130	Psychological Testing Evaluation, First Hour	Assessment	60
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment	60
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment	26
G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	23
G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	60
G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	10
H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	Assessment	15
H0049	Alcohol and/or drug screening	Assessment	15
90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	Care Coordination	15
90889	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	Care Coordination	15
96160	Administration of patient-focused health risk assessment instrument.	Care Coordination	15
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician. Patient and/or Family Not Present. 30 Minutes or More	Care Coordination	60
H1000	Prenatal Care, at risk assessment.	Care Coordination	15
T1017	Targeted Case Management, Each 15 Minutes	Care Coordination	15
99496	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.	Discharge Services	15
T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification.	Discharge Services	15
90846	Family Psychotherapy (Without the Patient Present), 26-50 minutes	Family Therapy	38
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	Family Therapy	38
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Family Therapy	15
H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	Group Counseling	15
H0004	Behavioral health counseling and therapy, 15 minutes.	Individual Counseling	15
H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	Individual Counseling	15
T1006	Alcohol and/or substance abuse services, family/couple counseling	Individual Counseling	15
H0025	Behavioral Health Prevention Education service, delivery of service with target population to affect knowledge, attitude, and/or behavior.	Peer Support Service	15
H0038	Self-help/peer services, per 15 minutes	Peer Support Service	15
H2015	Comprehensive community support services, per 15 minutes	Recovery Services	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Recovery Services	15
H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	Recovery Services	60
H0007	Alcohol and/or drug services; crisis intervention (outpatient).	SUD Crisis Intervention	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Services	15
96170	Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes	Supplemental Services	30
96171	Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.	Supplemental Services	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15
H2014	Skills training and development, per 15 minutes. (Use this code to submit claims for Patient Education Services).	Treatment Planning	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes	Treatment Planning	15
H2027	Psychoeducational Service, per 15 minutes	Treatment Planning	15

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

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

EXHIBIT B-3
ENTITY RATES AND CODES BY SERVICE TYPE
SCHEDULE OF CODES
OUTPATIENT MEDICAL NON-PRESCRIBER SERVICES

Provider type		Taxonomy Codes (2)	
Registered Nurse		163W, 3675, 376G	
Pharmacist		1835	
Licensed Psychiatric Technician		106S, 167G, 3747	
Licensed Vocational Nurse		164W, 164X	
Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	23
G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	60
G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	10
H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	Assessment	15
H0003	Alcohol and/or drug screening. Laboratory analysis	Assessment	15
H0048	Alcohol and/or other drug testing. (Note: Use this code to submit claims for point of care tests)	Assessment	15
H0049	Alcohol and/or drug screening	Assessment	15
90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	Care Coordination	15
90889	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	Care Coordination	15
96160	Administration of patient-focused health risk assessment instrument.	Care Coordination	15
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Care Coordination	60
H1000	Prenatal Care, at risk assessment.	Care Coordination	15
T1017	Targeted Case Management, Each 15 Minutes	Care Coordination	15
T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification.	Discharge Services	15
H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	Group Counseling	15
H0004	Behavioral health counseling and therapy, 15 minutes.	Individual Counseling	15
H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	Individual Counseling	15
T1006	Alcohol and/or substance abuse services, family/couple counseling	Individual Counseling	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Services	15
H0034	Medication Training and Support, per 15 Minutes	Medication Services	15
H0008	Alcohol and/or drug services: (hospital inpatient) Subacute detoxification	Recovery Services	15
H0009	Alcohol and/or drug services: (hospital inpatient) Acute detoxification	Recovery Services	15
H2015	Comprehensive community support services, per 15 minutes	Recovery Services	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Recovery Services	15
H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	Recovery Services	60
H0007	Alcohol and/or drug services; crisis intervention (outpatient),	SUD Crisis Intervention	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Services	15
96170	Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes	Supplemental Services	30
96171	Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.	Supplemental Services	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15
H2014	Skills training and development, per 15 minutes. (Use this code to submit claims for Patient Education Services).	Treatment Planning	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes	Treatment Planning	15

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

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

EXHIBIT B-3
ENTITY RATES AND CODES BY SERVICE TYPE
SCHEDULE OF CODES
OUTPATIENT MEDICAL PRESCRIBER SERVICES

Provider type		Taxonomy Codes (2)	
Physician (including Psychiatrist)		202C, 202D, 202K, 204C, 204D, 204E, 204F, 204R, 207K, 207L, 207N, 207P, 207Q, 207R, 207S, 207T, 207U, 207V, 207W, 207X, 207Y, 207Z, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2088, 208C, 208D, 208G,	
Nurse Practitioner		363L	
Physician's Assistant		363A	

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment	15
90792	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	Assessment	15
90865	Nacrosynthesis for Psychiatric Diagnostic and Therapeutic Purposes, 15 Minutes	Assessment	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment	15
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment	26
99202	Office or Other Outpatient Visit of New Patient, 15-29 Minutes	Assessment	22
99203	Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	Assessment	37
99204	Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	Assessment	52
99205	Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	Assessment	67
99212	Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	Assessment	15
99213	Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	Assessment	25
99214	Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	Assessment	35
99215	Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	Assessment	47
99441	Telephone Evaluation and Management Service, 5-10 Minutes	Assessment	8
99442	Telephone Evaluation and Management Service, 11-20 Minutes	Assessment	16
99443	Telephone Evaluation and Management Service, 21-30 Minutes	Assessment	26
G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	23
G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	60
G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	10
H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	Assessment	15
H0003	Alcohol and/or drug screening. Laboratory analysis	Assessment	15
H0048	Alcohol and/or other drug testing. (Note: Use this code to submit claims for point of care tests)	Assessment	15
H0049	Alcohol and/or drug screening	Assessment	15
90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	Care Coordination	15
90889	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	Care Coordination	15
96160	Administration of patient-focused health risk assessment instrument.	Care Coordination	15
99367	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician. Patient and/or Family not Present. 30 Minutes or More	Care Coordination	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Care Coordination	60
99451	Inter-Professional Telephone/Internet/ Electronic Health Record Assessment Provided by a Consultative Physician, 5-15 Minutes	Care Coordination	17
H1000	Prenatal Care, at risk assessment.	Care Coordination	15
T1017	Targeted Case Management, Each 15 Minutes	Care Coordination	15
99495	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 14 calendar days.	Discharge Services	15
99496	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.	Discharge Services	15
T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification.	Discharge Services	15
90846	Family Psychotherapy (Without the Patient Present), 26-50 minutes	Family Therapy	38

EXHIBIT B-3
ENTITY RATES AND CODES BY SERVICE TYPE
SCHEDULE OF CODES
OUTPATIENT MEDICAL PRESCRIBER SERVICES (continued)

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	Family Therapy	38
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Family Therapy	15
H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	Group Counseling	15
99408	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. 15-30 minutes.	Individual Counseling	23
99409	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. Greater than 30 minutes.	Individual Counseling	60
H0004	Behavioral health counseling and therapy, 15 minutes.	Individual Counseling	15
H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	Individual Counseling	15
T1006	Alcohol and/or substance abuse services, family/couple counseling	Individual Counseling	15
G2212	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	Medication Services	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Services	15
H0034	Medication Training and Support, per 15 Minutes	Medication Services	15
H0008	Alcohol and/or drug services: (hospital inpatient) Subacute detoxification	Recovery Services	15
H0009	Alcohol and/or drug services: (hospital inpatient) Acute detoxification	Recovery Services	15
H2015	Comprehensive community support services, per 15 minutes	Recovery Services	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Recovery Services	15
H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	Recovery Services	60
H0007	Alcohol and/or drug services; crisis intervention (outpatient).	SUD Crisis Intervention	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Services	15
96170	Health behavior intervention, family (patient not present), face-to-face. 16-30 Min.	Supplemental Services	30
96171	Health behavior intervention, family (patient not present), face-to-face. Each add'l. 15 Min.	Supplemental Services	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15
H2014	Skills training and development, per 15 minutes. (Patient Education Services).	Treatment Planning	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes	Treatment Planning	15
H2027	Psychoeducational Service, per 15 minutes	Treatment Planning	15

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

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

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XLVII. Delete the footnote in Exhibit E, Program Goals, Outcomes, and Measures, of the Agreement, and replace it with the following:

*Contractor shall comply with amendments or modifications to Exhibit E(s) that do not alter the maximum contract amount of the Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this Agreement.

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

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

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Tarzana Treatment Centers, Inc.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

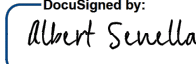
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

TARZANA TREATMENT CENTERS, INC.

By:  _____
Authorized Representative

Name: Albert Senella

Title: CEO

Date: 1/5/2026

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

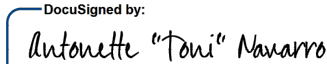
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

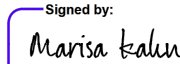
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:  _____
Director

APPROVED AS TO FORM:

MARISA KAHN, INTERIM RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:  _____
Interim Risk Manager