

# ATTACHMENT A

## OJAI RECOVERY FY 25-27 BC

Board Contract # \_\_\_\_\_

**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

OJAI RECOVERY, LLC

FOR

ALCOHOL AND DRUG PROGRAMS

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# **STANDARD TERMS**

# **AND CONDITIONS**

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Ojai Recovery, LLC** with an address at 158 Rockaway Road, Oak View, CA 93022 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

**1. DESIGNATED REPRESENTATIVE.**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Jason Landver at phone number 310-780-1667 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES.**

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

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

To Contractor: Jason Landver, Chief Executive Officer  
Ojai Recovery, LLC  
158 Rockaway Rd.  
Oak View California, 93022  
Fax:

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

**3. SCOPE OF SERVICES.**

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

#### **4. TERM.**

Contractor shall commence performance on **January 13, 2026** and end performance upon completion, but no later than **June 30, 2027** unless otherwise directed by County or unless earlier terminated.

#### **5. COMPENSATION OF CONTRACTOR.**

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

#### **6. INDEPENDENT CONTRACTOR.**

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

#### **7. STANDARD OF PERFORMANCE.**

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

#### **8. DEBARMENT AND SUSPENSION.**

- 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.

## **9. TAXES.**

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

## **10. CONFLICT OF INTEREST.**

- 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.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

- A.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.
- B.** Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or

other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT.**

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

## **13. COUNTY PROPERTY AND INFORMATION.**

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

## **14. RECORDS, AUDIT, AND REVIEW.**

- A.** Contractor shall 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.

## **15. INDEMNIFICATION AND INSURANCE.**

Contractor agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C Indemnification and Insurance Requirements attached hereto and incorporated herein by reference.

## **16. NONDISCRIMINATION.**

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

## **17. NONEXCLUSIVE AGREEMENT.**

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

## **18. NON-ASSIGNMENT.**

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

## **19. TERMINATION.**

- A. By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
  - 1. For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  - 2. For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. **Upon 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.

## **20. SUSPENSION FOR CONVENIENCE.**

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

## **21 SECTION HEADINGS.**

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

## **22. SEVERABILITY.**

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

**23. REMEDIES NOT EXCLUSIVE.**

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

**24. TIME IS OF THE ESSENCE.**

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

**25. NO WAIVER OF DEFAULT.**

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

**26. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this Agreement after April 1 of the fiscal year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. 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.

**27. SUCCESSORS AND ASSIGNS.**

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

**28. COMPLIANCE WITH LAW.**

Contractor shall, at its sole cost and expense, comply with all 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.

**29. CALIFORNIA LAW AND JURISDICTION.**

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

**30. EXECUTION OF COUNTERPARTS.**

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

**31. AUTHORITY.**

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

**32. SURVIVAL.**

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

**33. PRECEDENCE.**

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

**34. 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.

**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.

**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.

### **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.

### **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.

**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.

**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.

**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.

**42. BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM.**

Contractor agrees to and shall comply with the Behavioral Health Bridge Housing Program grant funding provisions as set forth in EXHIBIT F Behavioral Health Bridge Housing Program Grant Funding Requirements attached hereto and incorporated herein by reference.

**43. BUSINESS ASSOCIATE. (RESERVED)**

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

## SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Ojai Recovery, LLC**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective upon **January 13, 2026**.

### 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:

### APPROVED AS TO FORM:

RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:

Bo Bae

48A252DEEED3466...

By:

Deputy County Counsel

### RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

DocuSigned by:

Toni Navarro

2095C5AT6FE1474...

By:

Director

### CONTRACTOR:

**OJAI RECOVERY, LLC**

Signed by:

Jason Landver

6097C5772673400...

Authorized Representative

Name:

Jason Landver

Title:

CEO

Date:

12/16/2025

### APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA  
AUDITOR-CONTROLLER

Signed by:

Shawna Jorgensen

DFCDB6D7D6344E6...

By:

Deputy

### APPROVED AS TO FORM:

MARISA KAHN  
LIABILITY & INSURANCE MANAGER

Signed by:

Marisa Kahn

AB42F39273FD410...

Liability & Insurance Manager

## **EXHIBITS LIST**

This Agreement includes the following Exhibits:

### **EXHIBIT A – ADP STATEMENT OF WORK**

- EXHIBIT A-1 General Provisions: ADP
- EXHIBIT A-2 Early Intervention, Outpatient Services & Intensive Outpatient Services (Reserved)
- EXHIBIT A-3 Residential Treatment Services
- EXHIBIT A-4 Narcotic Treatment Program/Opioid Treatment Program (Reserved)
- EXHIBIT A-5 Contingency Management – Recovery Incentives Program Services (Reserved)

### **EXHIBIT B – FINANCIAL PROVISIONS**

- EXHIBIT B Financial Provisions: ADP
- EXHIBIT B-1 Schedule of Rates and Contract Maximum: ADP
- EXHIBIT B-2 Entity Budget by Program (Reserved)
- EXHIBIT B-3 Entity Rates and Codes by Service Type: ADP
- EXHIBIT B-4 Sliding Fee Scale: ADP

### **EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

### **EXHIBIT D – CERTIFICATION REGARDING LOBBYING**

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

- EXHIBIT E-1 Program Goals, Outcomes, and Measures: Early Intervention, Outpatient Services & Intensive Outpatient Services (Reserved)
- EXHIBIT E-2 Program Goals, Outcomes, and Measures: Residential Treatment Services
- EXHIBIT E-3 Program Goals, Outcomes, and Measures: Contingency Management, Recovery Incentives Program Services (Reserved)

### **EXHIBIT F – BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM GRANT FUNDING REQUIREMENTS**

### **EXHIBIT BAA – HIPAA BUSINESS ASSOCIATE AGREEMENT (RESERVED)**

## **EXHIBIT A**

### **GENERAL PROVISIONS**

### **ALCOHOL AND DRUG PROGRAM** **(ADP)**

### **STATEMENT OF WORK**

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**EXHIBIT A-1**  
**GENERAL PROVISIONS - ADP**

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The following provisions shall apply to all programs operated under this Agreement, included as Exhibit A-3, as though separately set forth in the scope of work specific to each program.

**1. PERFORMANCE.**

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

1. Contractor agrees to comply with the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Integrated Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, of the Integrated Intergovernmental Agreement.
2. Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.
3. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.
4. Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.
5. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or

BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.

**B. Contractor shall comply with the following as applicable:**

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

**C. Contractor shall comply with:**

1. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
2. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at [Mental Health Services Act Steering Committee Santa Barbara County, CA - Official Website](http://Mental%20Health%20Services%20Act%20Steering%20Committee%20Santa%20Barbara%20County,%20CA%20-%20Official%20Website).

**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.  
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.

## 2. STAFF.

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

1. **For Treatment Programs:**

- i. HIPAA Privacy and Security Training;
- ii. 42 C.F.R., Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training;
- vi. *ASAM Multidimensional Assessment* by the Change Companies (only required once prior to providing DMC-ODS services);
- vii. *From Assessment to Service Planning and Level of Care* by the Change Companies (only required once prior to providing DMC-ODS services);
- viii. DMC-ODS Documentation Training; and County Electronic Health Record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed).

2. **For Prevention Programs:** (Reserved)

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

1. **For Treatment Programs:**

- i. DMC-ODS Continuum of Care Training;
- ii. Motivational Interviewing Training;
- iii. Cognitive Behavioral Treatment/Counseling Training; and
- iv. All applicable evidence-based prevention models and programs as agreed upon between provider and County in writing.

**C. CEU Hours Alcohol and Other Drug Clinical Training.**

1. All direct service staff who provide direct SUD treatment services are required to complete a minimum of 18 Continuing Education Units (CEU) hours of alcohol and other drug specific clinical training per year.
2. Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

**D. Continuing Medical Education in Addiction Medicine.** Contractor physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year; training shall be documented in the personnel records.

**E. Overdose Prevention Training.** Contractor shall:

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

**F. Experienced Staff for Direct Member Services.** Staff hired to work directly with members shall have competence and experience in working with members with substance use disorders and co-occurring disorders.

**G. Notice of Staffing Changes Required.** Contractor shall notify QCM at [BwellQCM@sbcowell.org](mailto:BwellQCM@sbcowell.org) and BWell Contracts at [bwellcontractsstaff@sbcowell.org](mailto:bwellcontractsstaff@sbcowell.org) immediately when staff unexpectedly separates from employment or is terminated, or within 30 days of the expected last day of employment for staff planning a formal leave of absence in alignment with the *Policy 14.000 Information Systems for Workforce Access and Termination* at <https://cosantabarbara.app.box.com/s/jlwbnuachzng426crkj6poy7fmdw5g0/file/711466593727>. Additionally, Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.B. (Reports).

**H. Staff Background Investigations.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

**I. Staff Removal for Good Cause Shown.** County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.

**J. Denial or Termination of Facility Access.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

**K. Staff Disqualification.** Disqualification, if any, of Contractor staff, pursuant to this Section 2. (Staff) or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

1. **Licensed Mental Health Professional.** “Licensed mental health professional” means any of the following providers who are licensed in accordance with applicable State of California licensure requirements:
  - i. licensed physicians;
  - ii. licensed psychologists (includes waivered psychologists);
  - iii. licensed clinical social workers (includes waivered or registered clinical social workers);
  - iv. Licensed professional clinical counselor (includes waivered or registered professional clinical counselors);
  - v. licensed marriage and family therapists (includes waivered 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.
- 3. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**
  - A. Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (C.C.R.) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(s) and services under this Agreement. A copy of such documentation shall be provided to Behavioral Wellness QCM Division upon request. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness Quality Care Management in alignment with *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.
  - B. 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.
  - C. Pre-Registration Requirements for New AOD Counselors.** Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 C.C.R., Division 4, Chapter 8, Section 13000 et seq. (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 C.C.R., Section 13015).
  - D. Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.
  - E. Reduction of Services or Relocation.** Contractor shall not implement any reduction of covered services or relocations until the approval is issued by DHCS. Within 35 days of receiving notification of Contractor's intent to reduce covered services or relocate, the County shall submit, or require Contractor to submit, a DMC certification application to Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

**F. Keep Informed of Current Guidelines.** If Contractor is a participant in the Drug Medi-Cal Organized Delivery System, Contractor shall keep fully informed of all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities in alignment with DHCS rules and regulations.

**G. Enrollment in DATAR.** By its signature on this Agreement, Contractor attests that it is enrolled in DATAR at the time of execution of this Agreement.

**4. REPORTS.**

**A. Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following:

1. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 Code of Federal Regulations (C.F.R.) Section 96.126. These reports shall be submitted using the DHCS DATAR system on a monthly basis and must be completed no later than 10 calendar days from the last day of the month.
2. Complete CalOMS County Admission Assessments and CalOMS County Discharge Assessments in the County SmartCare system for each member within 30 days from admission/discharge. CalOMS County Annual Update Assessments must be completed for members in treatment for 12 continuous months or more and must be completed no later than 12 months from the admission date.
3. Contractors not utilizing the County EHR shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments.

**B. Prevention Programs. (Reserved)**

**C. 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.

**D. Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:

1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps shall be taken to achieve satisfactory progress.
2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.
3. The number of active cases and the number of members admitted or discharged.

4. The Measures described in Exhibit E(s), Program Goals, Outcomes, and Measures, as applicable and as may be amended or modified.
5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.

**E. Network Adequacy Certification Tool (NACT).** Contractor shall submit all required information to the County in order to comply with the *Department's Policy and Procedure #2.001 Network Adequacy Standards and Monitoring*. Network data reporting shall be submitted to QCM ADP [BwellQCM@sbcwell.org](mailto:BwellQCM@sbcwell.org) as required by the State Department of Health Care Services.

**F. Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.

**G. Additional Reports.** Contractor shall maintain records and make statistical reports as required by County State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.

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

**6. 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

## 7. MEMBER AND FAMILY MEMBER EMPOWERMENT.

- A. **Support Active Involvement.** Contractor agrees to support active involvement of members and their families in treatment, recovery, and policy development.
- B. Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).

- C. **Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department Policy #4.020 Member Problem Resolution Process* available at <https://cosantabarbara.app.box.com/s/wg73482s2hgtgwd8arzu3ajhgefy9syj>, to address member/family complaints in compliance with member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
- D. Contractor shall comply with any applicable Federal and state laws that pertain to member rights and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Member Rights*, available at <https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y> and ensure that its employees and/or subcontracted providers observe and protect those rights.
- 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.

## 8. CULTURAL COMPETENCE.

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse members and their families upon request from County, including:
  1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse members receiving Program services; and
  2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the member preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.
- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of members and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if members identify Spanish as their preferred language, as specified in subsection B above.

- F. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.
- G. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

## 9. 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 VIII.G (Overpayments) of this Agreement.

## 10. NOTIFICATION REQUIREMENTS.

- A. **Notice to QCM.** Contractor shall immediately notify Behavioral Wellness' Quality Care Management (QCM) at 805-681-5113 or at [BWellQCM@sbcwell.org](mailto:BWellQCM@sbcwell.org) in the event of:
  1. Known serious complaints against licensed/certified staff;
  2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
  3. Staff privileges restricted at a hospital;
  4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
  5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at <http://www.countyofsb.org/behavioral-wellness/policy/2975>.
- B. **Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness' Compliance Hotline (805-884-6855) should any of the following occur:
  1. Suspected or actual misappropriation of funds under Contractor's control;
  2. Legal suits initiated specific to the Contractor's practice;
  3. Initiation of criminal investigation of the Contractor; or
  4. Breach of Privacy Laws.

**C. Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the member's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the member's care, or the applicable Regional Manager should any of the following occur:

1. Side effects requiring medical attention or observation;
2. Behavioral symptoms presenting possible health problems; or
3. Any behavioral symptom that may compromise the appropriateness of the placement.

**D. Notice to Contracts Division.** Contractor may contact the Behavioral Wellness' Contracts Division at [bwellcontractsstaff@sbcwell.org](mailto:bwellcontractsstaff@sbcwell.org) for any contractual concerns or issues.

**E. Definition of "Immediately."** "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).

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

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

## **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.

**B. Periodic Review Meetings with Contractor.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's facility and program.

- C. **County Corrective Action Plan.** Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAPs shall be submitted within the required timeframes and shall be documented using the template provided, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.
- D. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

## **12. COLLABORATIVE MEETINGS.**

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

## **13. ADDITIONAL PROGRAM REQUIREMENTS.**

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

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

6. If Contractor provides a qualified interpreter for a member with a disability through VRI services, Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating member's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
7. Contractor shall not require a member with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying a member with a disability to interpret or facilitate communication except when:
  - i. There is an emergency involving an imminent threat to the safety or welfare of the member or the public and a qualified interpreter is not immediately available; or
  - ii. The member with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances.
  - iii. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for a member with a disability, Contractor shall first inform the member that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the member's confidentiality.
  - iv. Contractor shall ensure that the refusal of free interpreter services and the member's request to use a family member, friend, or a minor child as an interpreter is documented.
8. Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

#### **F. Maintain Provider Directory.**

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

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;

6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/modalities provided; including information about populations served (ie. perinatal, children/youth, adults);
8. Whether the provider accepts new members;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;
11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

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

1. **Policy and Procedure #2.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
2. **Policy and Procedure #2.005.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.005 Accessibility for People with Disabilities.*
3. **Policy and Procedure #2.006.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.006 Language Services for Individuals with LEP.*
4. **Policy and Procedure #2.007.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.007 Cultural and Linguistic Competency.*
5. **Policy and Procedure #2.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.008 Nondiscrimination of Clients.*

6. **Policy and Procedure #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights*.
7. **Policy and Procedure #4.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.004 Unusual Occurrence Incident Reporting*.
8. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials*.
9. **Policy and Procedure #4.010.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.010 Notice of Adverse Benefits Determination*.
10. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations*.
11. **Policy and Procedure #4.015.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.015 Staff Credentialing and Re-Credentialing*.
12. **Policy and Procedure #4.020.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.020 Beneficiary Problem Resolution Process*.
13. **Policy and Procedure #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-Progress Note Requirements*.

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*.

**H. Specific Curricula.**

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

**I. Support Groups.** Contractor shall require members to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.

**J. Tuberculosis (TB) Screening.** Contractor shall require each member to be screened for Tuberculosis (TB) prior to admission using the TB Screening Questions and Follow-Up Protocol available at <https://content.civicplus.com/api/assets/ecbe3a2c-f13d-40dd-b79d-1ddca98dbcc6?cache=1800>.

**K. Referral to Perinatal Specialized Services.** (Reserved)

**L. Compliance with Requirements.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.

**M. Compliance with Grant Requirements.** Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.

**N. Attendance at Department ADP User Group and CBO Collaborative Meetings.** Contractor shall attend Behavioral Wellness ADP User Group and CBO Collaborative meetings to receive information and support in addressing treatment or prevention concerns.

**O. Recordkeeping Requirements.** Contractor shall retain, as applicable, the following information for a period of no less than 10 years:

1. Member grievance and appeal records specified in 42 C.F.R. Section 438.416 and maintained in accordance with the Integrated Intergovernmental Agreement, Contract Number 24-40145, including at minimum, all of the following information:
  - i. A general description of the reason for the appeal or grievance.
  - ii. The date received.
  - iii. The date of each review, or if applicable, review meeting.
  - iv. Resolution at each level of the appeal or grievance, if applicable.
  - v. Date of resolution at each level, if applicable.
  - vi. Name of the covered person for whom the appeal or grievance was filed.
2. Data, information and documentation specified in 42 C.F.R. Sections 438.604, 438.606, 438.608, and 438.610.
3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&IC Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u).
4. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide to County its fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

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

**Q. Timely Access to Services.**

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

**14. SIGNATURE PADS. (Reserved)**

**15. DEFINITIONS.** The following terms as used throughout this Agreement shall have the meanings as set forth below.

**A. Drug Medi-Cal Organized Delivery System (DMC-ODS).** The DMC-ODS provides a continuum of care modeled after the American Society of Addiction Medicine Criteria for substance use disorder treatment services, enables more local control and accountability, provides greater administrative oversight, creates utilization controls to improve care and efficient use of resources, implements evidenced based practices in substance abuse treatment, and coordinates with other systems of care.

**B. CalWORKs. (Reserved)**

**C. Medically Necessary or Medical Necessity.** DMC-ODS services must be medically necessary.

1. For individuals 21 years of age or older, Pursuant to W&I Code section 14059.5(a), a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
2. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or a SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

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

**16. 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.

**B.** All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 C.F.R., Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
2. To validate data reported by the Contractor for prospective contract negotiations.

3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.

C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.

D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.

F. Contractor and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

## **17. STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES.**

**A. Additional Contract Restrictions.** This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

**B. Nullification of Drug Medi-Cal (DMC) Treatment Program Substance Use Disorder Services (if applicable).**

1. 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.
2. 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.

C. **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.

D. **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 (Health & 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.

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

F. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** 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). 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.

G. **Health Insurance Portability and Accountability Act (HIPAA) of 1996.** If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Integrated Intergovernmental Agreement Contract Number 24-40145, the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Integrated Intergovernmental Agreement Exhibit F for additional information.

1. **Trading Partner Requirements.**
  - i. **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)).
  - ii. **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)).

- iii. **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)).
- iv. **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)).

2. **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.
3. **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.
4. **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.
5. **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.
6. **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.

**H. Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement, Contract Number 24-40145, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 C.F.R., Chapter I, Subchapter A, Part 2.

- I. 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.
- J. 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).
- K. 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/xdltu9hq9xlvkn3bcaoa7t2hcmorphn>. 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).
- L. 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%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%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.
- M. 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.
- N. Federal Law Requirements.** Contractor shall comply with all applicable Federal laws including:
  1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
  2. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.

3. 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.
4. 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.
5. Age Discrimination in Employment Act (29 C.F.R. Part 1625).
6. Title I of the Americans with Disabilities Act (29 C.F.R. Part 1630) prohibiting discrimination against the disabled in employment.
7. Americans with Disabilities Act (28 C.F.R. Part 35) prohibiting discrimination against the disabled by public entities.
8. Title III of the Americans with Disabilities Act (28 C.F.R. Part 36) regarding access.
9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
10. 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.
11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A – E).
14. 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.
15. Section 1557 of the Patient Protection and Affordable Care Act.
16. 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.

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

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 C.C.R. § 10000 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the C.C.R., commencing with Section 10800.

4. 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.
5. 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.

**P. Investigations and Confidentiality of Administrative Actions.**

1. 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.
2. County and DHCS have entered a Confidentiality Agreement that permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

**Q. 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.

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

1. Title 21, C.F.R. Part 1300 et seq., Title 42, C.F.R., Part 8;
2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
3. Title 22, C.C.R., Sections 51341.1, and 51490.1;
4. Standards for Drug Treatment Programs (October 21, 1981);
5. Title 9, C.C.R., Division 4, Chapter 4, Subchapter 1, Section10000 et seq.;
6. Title 22, C.C.R., Section 51000 et seq;
7. HSC, Division 10.5, commencing with Section 11760;
8. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000;
9. Government Code Section 16367.8;
10. Title 42, C.F.R., Sections 8.1 through 8.6;
11. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and

12. 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.

**S. Control Requirements.**

1. Contractor shall establish written policies and procedures consistent with these requirements:
  - i. HSC, Division 10.5, commencing with Section 11760.
  - ii. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000.
  - iii. Government Code Section 16367.8.
  - iv. Title 42, C.F.R., Sections 8.1 through 8.6.
  - v. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
  - vi. 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.

**T. 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.

**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 19 (Additional State Contract Compliance Requirements), with individuals or entities listed in subsection D.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.
  - iii. 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).)
  - iv. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
  - v. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
  - vi. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

## **F. Disclosures.**

1. **Disclosures of 5% or More Ownership Interest.** Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section 19 (Additional State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:

- i. The name and address of any person (individual or corporation) with an ownership or control interest in Disclosing Entity. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.
- ii. Date of birth and Social Security Number (in the case of an individual).
- iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Disclosing Entity or in any subcontractor in which Disclosing Entity has a five percent or more interest.
- iv. Whether the person (individual or corporation) with an ownership or control interest in Disclosing Entity is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling.
- v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.
- vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.

2. **Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:
  - i. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
  - ii. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.
3. **Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:
  - i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)
  - ii. The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).) For this purpose, the word “agent” has the meaning described in 42 C.F.R. section 455.101.

4. **Remedies.** If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:
  - i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section 19 (Additional State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)
  - ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

#### **G. Records, Audit, and Review.**

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

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

#### **H. Conflict of Interest.**

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

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

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

**J. Nondiscrimination and Compliance.**

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

3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section 19 (Additional State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

**K. Subcontract Requirements.**

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

**L. Federal Equal Employment Opportunity Requirements.**

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

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

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

**M. Debarment and Suspension Certification.**

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

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

**19. ADDITIONAL REQUIREMENTS FOR SUBG FUNDED SERVICES.  
(RESERVED)**

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**EXHIBIT A-2**  
**STATEMENT OF WORK: ADP**  
**EARLY INTERVENTION SERVICES, OUTPATIENT TREATMENT SERVICES, AND**  
**INTENSIVE OUTPATIENT TREATMENT SERVICES**

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**(RESERVED)**

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**EXHIBIT A-3**  
**STATEMENT OF WORK: ADP**  
**RESIDENTIAL TREATMENT SERVICES**

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**1. PROGRAM SUMMARY.** Contractor shall provide Residential Treatment Services (ASAM Levels 3.1 and 3.5) to assist adult (age 18 and older) members with a substance use disorder diagnosis to obtain and maintain sobriety and Withdrawal Management Services (ASAM Level 3.2 WM) to adult members experiencing withdrawal for alcohol and other drug (AOD) treatment (hereafter, “the Program”).

The Program shall include the following treatment services: Assessment, Care Coordination, Clinician Consultation, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, Patient Education, Peer Support, Recovery Services and SUD Crisis Intervention Services.

The Program shall be provided by residential facilities that have all of the following: Department of Health Care Services (DHCS) licensed for residential treatment or a Department of Social Services (DSS) licenses, DMC certification, and must have an ASAM Level of Care Certification (LOC) Drug Medi-Cal of Level 3.1, and Level 3.5.

Withdrawal Management 3.2 must have a DHCS LOC designation or an ASAM LOC that indicates that the program is capable of delivering care consistent with ASAM criteria.

The Program shall be located at the following location(s):

A. 158 Rockaway Road, Oak View CA 93022

**2. PROGRAM GOALS.** Contractor shall meet the following goals:

- A. Introduce participants to an ongoing process of recovery designed to reduce the effects of AOD and achieve abstinence from AOD wherever possible;
- B. Promote self-sufficiency and empower members with substance use disorders (SUD) to achieve their full potential;
- C. Provide a positive and member centered residential treatment experience as evidenced by positive scores and comments on the Treatment Perception Survey;
- D. Successfully transition members from residential treatment to other ASAM levels of care whenever medically necessary and indicated;
- E. Provide integrated care and linkages to other service areas such as mental health and primary care where indicated;
- F. Reduce recidivism and increase community safety;
- G. For Withdrawal Management services:
  - 1. The purpose of Withdrawal Management is to provide a safe withdrawal from the drug(s) of dependence and mitigate acute withdrawal symptoms;
  - 2. Withdrawal Management services support a smooth transition for individuals from detoxification to community support services with the development and documentation of a referral plan appropriate for each individual.

### 3. SERVICES.

**A. Residential Treatment Services.** Contract shall provide to a member while in a residential or treatment facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or facility shall be in-person. A member receiving Residential services pursuant to DMC-ODS, regardless of the length of stay, is a “short-term resident” of the residential facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each member shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.

**B. Contractor shall provide the following services:**

1. **Assessment.** Assessment consists of activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary. Assessment services may include one or more of the following components:
  - i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the SUD.
  - ii. Diagnosis of SUD utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing (laboratory testing is covered under the “Other laboratory and X-ray services” benefit of the California Medicaid State Plan).
  - iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.
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:
  - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

- ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
- iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

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.

4. **Counseling (Individual and Group).**

- i. Group Counseling - consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling services means face-to-face, telehealth, or telephone contacts with one or more therapists or counselors to a group that includes 2-12 individuals.
  - a. Contractor shall ensure that each client receives counseling sessions depending on the client's needs or be subject to discharge, as specified in 22 C.C.R. Section 51341.1(d).
  - b. Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance misuse or a return to substance misuse.
  - c. Services shall be provided as scheduled.
  - d. Clients must be DMC eligible to claim DMC reimbursement for the group session.
- ii. Individual Counseling – consists of contacts between a client and a Licensed Practitioner of the Healing Arts (LPHA) or counselor that are provided face-to-face, by telehealth or by telephone. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

5. **Family Therapy.** Family Therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.
6. **Medication Services.** Medication Services includes prescription or administration of medication related to SUD services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.
7. **Medications for Addiction Treatment (MAT).** Medications for addiction treatment (also known as Medication-Assisted Treatment or MAT) includes all FDA-approved medications and biological products to treat Alcohol Use Disorder (AUD), Opioid Use Disorder (OUD), and any SUD.
  - i. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat OUD.
  - ii. Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for AUD and Non-Opioid Substance Use Disorders includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.
  - iii. Contractor shall not deny access to medication or administratively discharge a beneficiary who declines counseling services. For patients with lack of connection to psychosocial services, more rigorous attempts at engagement in care may be indicated, such as using different evidence-based practices, different modalities (e.g., telehealth), different staff, and/or different services (e.g., Peer Support Services). If the Contractor is not capable of continuing to treat the beneficiary, the Contractor shall assist the member in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.
  - iv. Contractor shall serve members needing or utilizing MAT; members cannot be denied treatment services or be required to decrease dosage or be required to be tapered off medications as a condition of entering or remaining in the program.
  - v. Contractor shall demonstrate that it either directly offers or has effective referral mechanisms and process in place to link members to MAT when they have SUD diagnoses that are treatable with Food and Drug administration (FDA)-approved medications and biological products. An effective referral mechanism and process is defined as facilitating access to MAT off-site for members while they are receiving intensive outpatient treatment services if not provided on-

site. Providing a beneficiary the contact information for a treatment program is insufficient. A facilitated referral to any Medi-Cal provider rendering MAT to the beneficiary is compliant whether or not they seek reimbursement through DMC-ODS.

8. **Patient Education.** Patient Education means education for the beneficiary on addiction, treatment, recovery, and associated health risks.
9. **Peer Support Services.** Peer Support Services are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Peer Support services include the following:
  - i. Provided by a Certified Peer Support Specialist. Peer Support Specialists must provide services under the direction of a Behavioral Health Professional in accordance with applicable state licensure and regulation requirements.
  - ii. May be provided face-to-face, by telephone, or by telehealth with the beneficiary or significant support person(s) and may be provided anywhere in the community.
  - iii. Based on a plan of care that includes specific individualized goals.
  - iv. Can include contact with family members or other people supporting the beneficiary (defined as collaterals) if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of the service, but remains the focus of the service.
  - v. Educational Skill Building Groups, Engagement and Therapeutic Activity services as defined below:
    - a. Educational Skill Building Groups: Educational Skill Building Groups means providing a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
    - b. Engagement services: Engagement services means activities and coaching led by Peer Support Specialists to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions between levels of care and supporting members in developing their own recovery goals and processes.

- c. Therapeutic Activity: Therapeutic Activity means a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the beneficiary, family members, or significant support persons.
- vi. Peer Support Services are delivered and claimed as a standalone service. In addition, Peer Support Services may be provided in conjunction with other services or levels of care described in this "Covered DMC-ODS Services" section, including inpatient and residential services, but shall be billed separately.

10. **Recovery Services.** Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members. Members may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Members do not need to be diagnosed as being in remission to access Recovery Services. Members may receive Recovery Services while receiving MAT services, including NTP services. Members may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this "Covered DMC-ODS Services" section, or as a service delivered as part of these levels of care. Recovery Services include the following service components: Assessment, Care Coordination, Counseling (individual and group), and Family Therapy in addition to:

- i. Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary's SUD.
- ii. Relapse Prevention, which includes interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

11. **SUD Crisis Intervention Services.** SUD Crisis Intervention Services" consists of contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

#### 4. LEVELS OF CARE.

**A. Residential Treatment Services - ASAM Level 3.1 - Clinically Managed Low-Intensity Residential Services.** Residential Treatment services shall consist of non-medical, short-term services provided 24/7 in a residential program that provides rehabilitation services to members with a substance use disorder diagnosis, when determined by a Medical Director or LPHA as medically necessary. Residential Treatment Level 3.1 includes 24-hour structure with trained and credentialed personnel providing clinically directed program activities and professionally directed treatments to stabilize and maintain substance use disorder (SUD) symptoms, develop and apply recovery skills, and preparation for outpatient treatment.

1. Contractor shall ensure that ASAM Level 3.1 services are provided the following services: Assessment, Care Coordination, Clinician Consultation, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, Patient Education, Peer Support, Recovery Services and SUD Crisis Intervention Services as described in Exhibit A-3, Section 3 Services, A 1-11.
2. Services must be provided in compliance with *Department Policy #7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services.*

**B. Residential Treatment Services, ASAM Level 3.3 - Clinically Managed Population-Specific High Intensity Residential Service. (Reserved)**

**C. Residential Treatment Services, ASAM Level 3.5 - Clinically Managed High Intensity Residential Services.** Residential Services, Level 3.5, is clinically-managed high-intensity residential treatment that serves members who need 24-hour safe and stable living environments to gain recovery skills to prevent immediate relapse or continued use.

1. Level 3.5 includes 24-hour care with trained and credentialed personnel providing clinical directed program activities and professionally directed treatments to stabilize and maintain SUD symptoms, develop and apply recovery skills specific for individuals with co-occurring mental health disorders. Increased individual counseling and treatment services by or directly overseen by an LPHA may be indicated.
2. Services include the following services: Assessment, Care Coordination, Clinician Consultation, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, Patient Education, Peer Support, Recovery Services and SUD Crisis Intervention Services as described in Exhibit A-3, Section 3 Services, A 1-11.

**D. Withdrawal Management Services. ASAM Level 3.2.** Withdrawal Management Services is clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting). Services are provided to members when medically necessary for maximum reduction of the SUD symptoms and restoration of the member to their best possible functional level. Withdrawal Management Services may be provided in a residential or inpatient setting. If a member is receiving Withdrawal Management in a residential setting, each member shall reside at the facility. All members receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the

detoxification process. Clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting). Level 3.2 Withdrawal Management (WM) is described as moderate withdrawal services, including 24-hour support to complete withdrawal management and increase the likelihood of continuing treatment or recovery. Members who need this type of care have intoxication and withdrawal symptoms that require 24-hour structure and support.

1. Withdrawal Management services shall be provided at the residential facility and the member shall be monitored during the detoxification process, including 24-hour support. Withdrawal management services are urgent and provided on a short-term basis.
2. Level 3.2 Withdrawal Management includes 24-hour structure and support with trained and credentialed personnel providing organized services in a residential setting emphasizing peer support for individuals with moderate risk of withdrawal.
3. When provided as part of withdrawal management services, service activities, such as the assessment, shall focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided. Services shall be provided in compliance with *Department Policy #7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*.
4. Withdrawal Management Services include the following service components: Assessment, Care Coordination, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDs, as described in Exhibit A-3 Section 3. Services A 1, 2 3, 6, 7, and 10 to include Observation Services as describe below:
  - i. **Observation.** Observation is the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation is conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.
    - a. Personnel trained in providing detoxification services perform close observation, in-person physical checks at least every 30 minutes, and monitor vital signs at least once every 6 hours during the first 72 hours following admission.
    - b. Documentation of observations and checks must be recorded in the resident's file and signed by the trained personnel.
    - c. Physical checks and monitoring of vital signs may be discontinued or reduced after 24 hours following admission based upon a determination by personnel trained in providing detoxification services. Documentation supporting the modified frequency of physical checks and monitoring of vital signs shall be recorded in a resident's file.

**E. Withdrawal Management Services ASAM Level 3.7 WM. (Reserved)**

**F. Requirements Applicable to All Residential Services (ASAM Level 3.1, ASAM and ASAM Level 3.5).**

1. **Minimum Requirements.** Residential services must include a minimum of fourteen (14) hours of treatment services per week; services may include group, individual counseling sessions, and family counseling. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard “cap” on individual stays. Lengths of stay in residential treatment settings shall be determined by individualized clinical need. The Contractor shall ensure that members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

Residential services shall focus on interpersonal and independent living skills and access to community support systems. Contractor shall work with members collaboratively to define barriers, set priorities, establish individualized goals, create treatment plans and solve problems. Services shall be provided daily on the premises as scheduled.

**G. Drug Testing.** As indicated for members enrolled in Resident Treatment, Inpatient and Withdrawal Management Services, Contractor shall provide drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and Section 353 of the Public Health Act (42 U.S.C. § 263(a) et seq.).

**H. Incidental Medical Services.**

Contractor may provide Incidental Medical Services (IMS) in compliance with DHCS licensing requirements for IMS. IMS are services provided at a licensed residential facility by a health care practitioner that address medical issues associated with either detoxification or the provision of alcoholism or drug abuse recovery or treatment services to assist in the enhancement of treatment services. IMS does not include the provision of general primary medical care and can only be done pursuant to IMS licensing approval.

**J. Perinatal Services.** (Reserved)

**K. Transitions to Other Levels of Care (LOC).** Contractor shall ensure all members are reassessed using the ASAM LOC Screening, at a minimum of every 90 days, unless medical necessity warrants more frequent reassessments, to ensure members are receiving treatment in the appropriate LOC.

1. Member placement and level of care determinations shall ensure that members are able to receive care in the least intensive level of care that is clinically appropriate to treat their condition.
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.
  - i. 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.

- ii. 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.
- iii. 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.

3. Care Coordination. Contractor shall ensure care coordinators transition members to the appropriate LOC within 10 business days from the time of the assessment/reassessment or screening, with no interruption of current treatment services.

- i. The Contractor shall ensure all care coordinators transition the members to appropriate LOC. This may include step-up or stepdown in DMC-ODS treatment services. Care coordinators shall provide warm hand-offs and transportation to the new LOC when medically necessary and documented in the individualized treatment plan.
- ii. The Contractor shall ensure all care coordinators transition members to the appropriate LOC, within 10 business days from the time of assessment or reassessment, with no interruption of current treatment services.
- iii. The Contractor shall ensure a member's transition of care to a DMC-ODS provider when that member has received, and no longer requires, inpatient SUD services (ASAM Level 3. 7) in an acute care hospital, or another Fee for Service (FFS) facility, when the county-operated or subcontracted DMC-ODS provider is notified by the facility.
- iv. The Contractor shall ensure a member's transition of care to a DMC-ODS provider when that member has received, and no longer requires, inpatient SUD services (ASAM level 3.7) in a subcontracted Chemical Dependency Recovery Hospital (CDRH) or Acute Freestanding Psychiatric hospital, when the county-operated or subcontracted DMC-ODS provider is notified by the facility.

**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 providers 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.

## 5. MEMBERS.

- A. Contractor shall provide services as described in Section 3 (Services) Residential Treatment Services ASAM Level 3.1, and 3.5 to adults (age 18 or older) members referred by sources described in Section 5 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program.
- B. Contractor shall admit members with co-occurring disorders where appropriate.

## 6. REFERRALS.

- A. **Access Line Referrals.** Contractor shall receive referrals from the Department of Behavioral Wellness Access Line after the initial screening tool for the American Society of Addiction Medicine (ASAM) placement criteria is completed by the County and an initial level of care is determined indicating Residential Treatment Services or Withdrawal Management Services.
- B. **Walk-In Members.** When a member walks into or calls a Contractor directly, the member shall be referred to call by telephone the Access Line (1-888-868-1649) to receive a complete County approved screening and referral for Residential Treatment Services. A full ASAM assessment is not required as a condition of admission for Withdrawal Management.

## 7. INTITIAL AUTHORIZATION FOR RESIDENTIAL TREATMENT ASAM LEVEL 3.1, AND 3.5.

- A. **Submit Authorization Request to QCM.** Alternatively, Contractor may submit a request for initial authorization for Residential Treatment Services to the Department's Quality Care Management (QCM) division when the member is currently enrolled in Outpatient Services at the same agency. Authorization requests are to be submitted by residential providers to QCM or other assigned staff using the SUD Residential Authorization Request as specified in *Department Policy #7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*. All requests must be submitted following documentation in the member's record of the following:
  1. Evidence of eligibility determination (i.e. a copy of the member's Medi-Cal eligibility response, evidence of County residence);
  2. Completed intake documentation including the Treatment Consent, Intake Form and the Health History Questionnaire; and
  3. Completed Assessment including ASAM placement criteria, the indicated level of care, and information gathered for the basis for diagnosis of a substance-related and addictive disorder found in the DSM-5.
  4. For perinatal members, medical documentation that substantiates the member's pregnancy and the last day of pregnancy.

- B. **QCM Notice Within 24 Hours.** Contractor will be notified via secure email and documentation in EHR within 24 hours of receipt of a request regarding authorization for Residential Treatment Services. This notification will include the rationale of the

decision, types of services authorized, and the number of days authorized. QCM reserves the right to modify the types of services and number of days authorized based on established Medical Necessity and ASAM criteria.

**C. Notice of Adverse Benefit Determination.** QCM shall issue a written Notice of Adverse Benefit Determinations (NOABD) to the provider and the member when a decision is made to deny an authorization request or to authorize a service in an amount, duration, or scope that is less than requested by the Contractor and the member.

**8. ADMISSION AND REAUTHORIZATION PROCESS RESIDENTIAL SERVICES AND WITHDRAWAL MANAGEMENT.**

**A. Member Placement and Timely Access to Services.** In accordance with 42 CFR 438.206, the Contractor shall: Meet standards for timely access to care and services, taking into consideration the urgency of need for services. Contractor shall attempt to provide intake into facility for routine referrals within (ten) 10 business and within (forty-eight) 48 hours for referrals determined to be urgent as outlined in *Department Policy # 2.001 - Network Adequacy Standards and Monitoring*.

**B. Comprehensive ASAM Assessment.** Contractor shall complete a Comprehensive ASAM Assessment to request authorization for residential treatment. When providing Withdrawal Management services, ASAM Assessments shall be completed as soon as possible and must be completed prior to the end of withdrawal management services to request authorization for treatment. The Medical Director, licensed physician, or LPHA shall evaluate the assessment and intake information through a face-to-face or telehealth meeting with the member, or the counselor who conducted the assessment, in order to determine medical necessity in compliance with and Title 22 C.C.R. Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001.

**C. Notice of Adverse Benefit Determination.** If Contractor determines that the medical necessity criteria has not been met, then a written Notice of Adverse Benefit Determination (NOABD) shall be issued in accordance with 42 C.F.R. Section 438.404 in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination*.

**D. Admit Members Meeting Medical Necessity.** Contractor shall admit members referred by the Department, who meet medical necessity, unless the member meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.

**E. Admission Documentation.**

At Contractor's intake meeting with member, Contractor shall complete admission documentation with the following information:

1. Informed Consent to Treatment form, signed by member;
2. Release of Information form, signed by member;
3. Intake form including financial assessment and contract for fees, signed by member.
4. Medication Consent form, signed by member as applicable.
5. Health Questionnaire, signed by member.

6. Personal/demographic information of member, as described in State of California Alcohol and/or Other Drug Program Certification Standards, including:
  - i. Social, economic and family background;
  - ii. Education;
  - iii. Vocational achievements;
  - iv. Criminal history,
  - v. Legal status;
  - vi. Medical history;
  - vii. Psychiatric/psychological history;
  - viii. Drug history;
  - ix. Previous treatment; and
  - x. Emergency contact information for member.

**F. Notify Access Line/QCM If Member Not Accepted Into Program.**

Contractor shall notify Access Line/ QCM staff if member is not accepted into the Program, based on Section 7 (Exclusion Criteria), immediately but no later than 24-hours of completing the intake or assessment.

**G. Notify Access Line/QCM If Member Needs Another Level of Care.**

Contractor shall notify Access Line/ QCM staff if the assessment indicates that the member should be in another level of care, immediately but no later than 24 hours of completing the comprehensive assessment.

**H. Notify Access Line/QCM If Space Not Available in Program.**

Should space not be available in the Program, Contractor shall notify Access Line/ QCM staff, immediately but no later than 24 hours of receiving the authorization.

**I. Regular Reassessments of Medical Necessity.** Contractor shall ensure that all members shall be regularly reassessed to ensure Medical Necessity. Assessment is an ongoing process and all documentation shall reflect that the member meets Medical Necessity at any point in treatment. Reassessment is particularly important any time there is a significant change in the member's status or diagnosis. Reassessment may be requested by the QCM division, the Medical Director, assigned LPHA, and/or the member.

**J. Reauthorization for Ongoing Residential Treatment Services.** Reauthorization by the Department for ongoing Residential Treatment Services is required and shall be completed, if indicated, for members receiving Withdrawal Management Services in order to be considered for Residential Treatment Services following completion of Withdrawal Management.

**K. Reassess Residential Treatment Medical Necessity Every 30 Days.** Contractor must also reassess the member to demonstrate that Medical Necessity is still present at a minimum of every 30 days, regardless of number of days authorized for Residential Treatment Services in alignment with *Department Policy #7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*.

1. For each reauthorization request, the Contractor must submit all documentation as stated previously in Section 5.C (Submit Authorization Request to QCM). As indicated, QCM will consult with the Contractor on continued eligibility, ongoing presence of Medical Necessity, and discharge planning and transition to a lower level of care (if appropriate).
2. Lengths of stay are determined by level of care Medical Necessity. Lengths of stay in residential treatment settings shall be determined by individualized clinical need. Contractor shall ensure members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress

**L. Submit Reassessment to QCM.** Contractor must submit the signed reassessment to QCM five (5) calendar days prior to the end of the previously authorized timeframe. QCM or other assigned staff will notify providers of a decision via email within 72-hours (including weekends and holidays) of receipt of a request for reauthorization.

**9. EXCLUSION CRITERIA.**

On a case-by-case basis, members may be excluded from receiving services. Members must be informed of exclusion from the program in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination*. The following may be cause for member exclusion from the program:

- A. Member threat of or actual violence toward staff or other members;
- B. Rude or disruptive behavior that cannot be redirected; and
- C. Member does not meet medical necessity criteria, consistent with Title 22 C.C.R. Sections 51303 and Welfare and Institutions Code sections 14184.402, subd. (a) and 14059.5 and BHINs 21-071 and 23-001

**10. DOCUMENTATION REQUIREMENTS.**

- A. **Data Entry and Clinical Documentation Into County's IT System.** Treatment data, other member data, and clinical documentation required by County into the County's IT, unless otherwise approved.
- B. **Documentation Requirements.** Contractor must comply with all documentation requirements pursuant to Title 22 Sections 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 Numbers 21-10034 and 21-10034-A01 and Department policy #8.102 CalAIM Documentation Reform

**11. DISCHARGES.**

- A. **Discharge Planning Required.** Contractor shall provide discharge planning for members prior to discharge or referral into another level of care. Discharge planning ensures continuum of care, post-treatment return, reentry into the community, and/or other linkages necessary for treatment success.

**B. Discharge Plan Defined.** A discharge plan is a planned discharge that takes place while the member is still in treatment and must be completed within thirty (30) days prior to the final treatment service in compliance with the State of California Alcohol and/or Other Drug Program Certification Standards and in accordance with Title 22 C.C.R. Section 51341.1 (i)(h)(iii)(c)(B)(6). The Discharge Plan shall include:

1. Recommendations for post-discharge;
2. A description of each of the member's relapse triggers;
3. A plan to assist the member to avoid relapse when confronted with each trigger;
4. A support plan; and
5. Linkages to other services, where appropriate.

**C. Provide Member With Discharge Plan.** Contractor shall provide the Discharge Plan to the member during the last treatment service. The counselor or LPHA and the member shall sign and date the Discharge Plan. Contractor shall give member one copy of the Discharge Plan and the original shall be documented in the member's file.

**D. Discharge Summary.** A Discharge Summary is to be completed for all members, at the end of their treatment episode, regardless of level of care or successful/unsuccessful completion.

**E. Contents of Discharge Summary.** The Discharge Summary must include:

1. The duration of the member's treatment, as determined by dates of admission to and discharge from treatment;
2. The reason for discharge;
3. A narrative summary of the treatment episode; and
4. The member's prognosis.

**F. Document Discharge Information in Department IT System.** Contractor shall document discharge information in CalOMS via the Department IT system no later than thirty (30) days following discharge.

**G. Discharge Member if Member is Absent Without Leave for a 24-Hour Period.** Any member that is absent without leave for a 24-hour period may be discharged, as of the date of last services. The date of discharge shall be the last treatment service.

**H. Unplanned Discharge Requirements.** Discharge of a member from treatment may occur on a voluntary or involuntary basis. An NOABD should be issued anytime a member has an unplanned discharge, whether it is voluntary or involuntary. An involuntary discharge is subject to the requirements set forth in *Department Policy #4.010 Notice of Adverse Benefit Determination*.

## 12. REPORTS.

- A. **Statistical Reports.** Contractor shall maintain records and make statistical reports monthly or as required by County Advocates for Human Potential (AHP), the State Department of Health Care Services (DHCS) or applicable agency, on forms provided by either agency to include but not limited to the following information:
  - i. Demographics of clients;
  - ii. Client census, including date of exit, and reason for program exit; and
  - iii. Number of clients exited into homelessness, temporary housing, permanent, and to other destinations.
- B. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

## 13. ADDITIONAL PROVISIONS.

- A. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.
- B. Contractor agrees to comply with all applicable federal and state law, particularly the statutes and regulations incorporated by reference herein. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations, but either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- C. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of client records, as required by this Agreement.
- D. Behavioral Health Bridge Housing shelter and interim housing sites must meet the Emergency Solutions Grant (ESG) habitability standards and, when possible and as applicable, should also meet Continuum of Care (CoC) Housing Quality Standards (HQS).

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**EXHIBIT A-4**  
**STATEMENT OF WORK: ADP**  
**NARCOTIC TREATMENT PROGRAM/OPIOID TREATMENT PROGRAM**

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**(RESERVED)**

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**EXHIBIT A-5**  
**STATEMENT OF WORK: ADP**  
**CONTINGENCY MANAGEMENT – RECOVERY INCENTIVES PROGRAM**  
**SERVICES**

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**(RESERVED)**

# **EXHIBIT B**

# **FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**FINANCIAL PROVISIONS - ADP**

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(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.

**I. PAYMENT FOR SERVICES.**

**A. Outpatient Services Reimbursement Methodology.**

1. "Outpatient Services" as defined by the DHCS DMC-ODS billing manual.
2. The County reimburses all eligible providers of Outpatient Services on a fee for service basis pursuant to a fee schedule. Eligible providers claim reimbursement for Outpatient Services using appropriate Current Procedural Terminology (CTP®) or Healthcare Common Procedure Coding System (HCPCS) codes. The fee schedule contains a rate for each Eligible Provider Type and CPT®/HCPCS code.

**B. Drug Medi-Cal Twenty-Four Hour Services Reimbursement Methodology.**

1. "Twenty-Four Hour Services" means Level 3.1 – Clinically Managed Low-Intensity Residential Services, Level 3.2 – WM, Level 3.3. – Clinically Managed Population- Specific High Intensity Residential Services, and Level 3.5 – Clinically Managed High Intensity Residential Services.
2. The County reimburses all eligible providers of Twenty-Four Hour Services on a fee for service basis pursuant to a fee schedule. Twenty-Four Hour Services are reimbursed a per diem rate.

**C. Drug Medi-Cal Narcotic Treatment Program Reimbursement Methodology.**

1. "Narcotic Treatment Program Services" as defined by as defined by the DHCS DMC-ODS billing manual.
2. The County reimburses all eligible providers of Narcotic Treatment Program Services on a fee for service basis pursuant to a fee schedule. Narcotic Treatment Program Daily Dosing Services are reimbursed a daily rate. An Eligible Provider must administer a MAT for OUD Medication or MAT for AUD Medication to be reimbursed for Narcotic Treatment Program Daily Dosing Services.
3. The County reimburses all Eligible Providers for Group Counseling, Individual Counseling, and Peer Support Services provided in a Narcotic Treatment Program pursuant to the fee schedule established in Section B-1 of this agreement.

**D. Drug Medi-Cal Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be paid based on negotiated fee schedule(s) as incorporated in Section B-1 of this Agreement.

Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal members, except where a share of cost, defined in Title 22 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 50651 et seq. Contractor shall not charge fees to members for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.

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

**F. Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 C.F.R. Part 75), and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

**G. Funding Sources.** The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement, applicable to Non-drug Medi-Cal services. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

**H. Member Liability for Payment.** Contractor shall not hold members liable for any of the following:

1. County's debts, in the event of the entity's insolvency.
2. Covered services provided to the member, for which:
  - a. The State does not pay the County.
  - b. The County or the State does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.
3. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the member would owe if the County covered the services directly.

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

## **II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$8,743,200** inclusive of \$3,747,200 for FY 25-26 and \$4,996,000 for FY 26-27 and shall consist of Alcohol and Drug Program funding, County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

## **III PROVISIONAL NEGOTIATED FEE.**

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

## **IV. FEE COLLECTION.** For non-Drug Medi-Cal services or services to patients not eligible for Drug Medi-Cal, Contractor agrees to assess member fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a member's ability to pay, per Exhibit B-4 ADP. In no case shall any member be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided.

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's Non Drug Medi-Cal services. All fees paid by or on behalf of patients/members receiving services under this Agreement shall be utilized by Contractor only for the delivery of the services specified in this Agreement.

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

## **VI. ACCOUNTING FOR REVENUES.**

Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/member fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/members for Drug Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/member and other revenue for patients/members receiving services hereunder

## **VII. 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.

## **VIII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.**

**A. Internal Procedures.** Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

**B. Submission of Claims and Invoices:**

1. Submission of Claims for Drug Medi-Cal Services. Services are to be entered into the County's EHR System based on timeframes prescribed in the Alcohol & Drug Program Practice Guidelines and Procedure Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that addresses the following:
  - a. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the negotiated fees in effect at the time of service,
  - b. States the amount owed by County, and
  - c. Includes the Agreement number.

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

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

2. Submission of Invoices for Non-Drug Medi-Cal Services. Contractor shall submit a written invoice electronically to [adpfinance@sbcowell.org](mailto:adpfinance@sbcowell.org) on a form acceptable to or provided by County within 10 calendar days of the end of the month in which Non-Drug Medi-Cal services as described in the Exhibit A(s) are delivered and shall include:
  - a. Sufficient detail and supporting documentation to enable an audit of the charges,
  - b. The amount owed by County, and
  - c. The contract number and signature of Contractor's authorized representative.
  - d. Roster of clients billed for Room and Board services.

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

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make payment for approved claims within 30 calendar

days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

**C. Payment Limitations.**

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State and approved by the State on a monthly basis.
2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in the Exhibit A(s) (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

**D. Monthly Financial Statements for Non-Medi-Cal Services.** Within 15 calendar days of the end of the month in which alcohol and other drug services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's Non Drug Medi-Cal programs described in the Exhibit A(s). Financial Statements shall be submitted electronically to [adpfinance@sbcowell.org](mailto:adpfinance@sbcowell.org).

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

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

**G. Claims Submission Restrictions.**

1. Billing Limit for Drug Medi-Cal Services. Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted in accordance with the provisions of Title 22 C.C.R. Section 51008.5 with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 C.C.R. Sections 51008 and 51008.5.
2. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall

immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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

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

## **IX. COST REPORT FOR NON-DRUG MEDI-CAL SERVICES.**

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

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

**C. Audited Financial Reports.** 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.

## **X. AUDITS AND AUDIT APPEALS.**

- A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the ADP services/activities provided under this Agreement.
- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Drug Medi-Cal audit, the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. 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.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

## **XI. LOSS OF FEDERAL AUTHORITY.**

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

- D.** If Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and County paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority.
- E.** County will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by County to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

**EXHIBIT B-1- ADP**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
 (Applicable to programs described in Exhibit A3)

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

CONTRACTOR NAME:

Ojai Recovery

FISCAL YEAR: 25-26

| Contracted Service         | Service Type                               | Provider Group             | Practitioner Type                  | Full Time Equivalent Staffing | Hourly Rate (Avg. Direct Bill rate) | Medi-Cal Target | Medi-Cal Contract Allocation |
|----------------------------|--|----------------------------|------------------------------------|-------------------------------|-------------------------------------|-----------------|------------------------------|
| Medi-Cal Billable Services | 24-Hour Services                           | Residential                | RESIDENTIAL 3.1                    | Bed Day                       | \$165.22                            | 6,023           | \$995,200                    |
|                            |  |                            | RESIDENTIAL 3.2                    | Bed Day                       | \$270.77                            | 274             | \$74,200                     |
|                            |  |                            | RESIDENTIAL 3.5                    | Bed Day                       | \$206.53                            | 1,916           | \$395,800                    |
|                            | Outpatient Services<br>Fee-For-Service (3) | Behavioral Health Provider | Certified Peer Recovery Specialist | 7.50                          | \$208.29                            | 6,240           | \$1,299,800                  |
|                            |  |                            | Alcohol and Drug Counselor         | 3.75                          | \$218.71                            | 3,120           | \$682,400                    |
|                            |  |                            |                                    | 11.25                         |                                     | 17,573          | \$3,447,400                  |

| Contracted Service             | Service Type   | Reimbursement Method | Rate (if applicable) | Non-Medi-Cal Contract Allocation |
|--------------------------------|----------------|----------------------|----------------------|----------------------------------|
| Non-Medi-Cal Billable Services | Room and Board | Negotiated Rate      | \$36.50 Per Day      | \$ 299,800                       |
|                                |                |                      |                      |                                  |
|                                |                |                      |                      |                                  |
|                                |                |                      |                      | \$299,800                        |

Total Contract Maximum Per Fiscal Year \$3,747,200

| Contract Maximum by Program & Estimated Funding Sources |                                |             |             |             |             | Total               |
|---|--------------------------------|-------------|-------------|-------------|-------------|---------------------|
| Funding Sources (1)                                     | PROGRAM(S)                     |             |             |             |             |                     |
|   | Residential Treatment Programs |             |             |             |             |                     |
| Medi-Cal Patient Revenue (2)                            | \$ 3,447,400                   |             |             |             |             | \$ 3,447,400        |
| Realignment / BHbH Funding - Room and Board (4)         | \$ 299,800                     |             |             |             |             | \$ 299,800          |
| <b>TOTAL CONTRACT PAYABLE FY 25-26:</b>                 | <b>\$ 3,747,200</b>            | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 3,747,200</b> |

CONTRACTOR SIGNATURE:

*Jason Landver*

C0B7C5772673499...

DocuSigned by:

FISCAL SERVICES SIGNATURE:

*melissa manzo*

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

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

(3) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

(4) BHbH Grant funds are to be used solely for room and board. The funds do not cover any treatment services.

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

CONTRACTOR NAME:

Ojai Recovery

FISCAL YEAR: 26-27

| Contracted Service         | Service Type                            | Provider Group             | Practitioner Type                  | Full Time Equivalent Staffing | Hourly Rate (Avg. Direct Bill rate) | Medi-Cal Target | Medi-Cal Contract Allocation |
|----------------------------|---|----------------------------|------------------------------------|-------------------------------|-------------------------------------|-----------------|------------------------------|
| Medi-Cal Billable Services | 24-Hour Services                        | Residential                | RESIDENTIAL 3.1                    | Bed Day                       | \$165.22                            | 8,030           | \$1,326,800                  |
|                            |   |                            | RESIDENTIAL 3.2                    | Bed Day                       | \$270.77                            | 365             | \$98,900                     |
|                            |   |                            | RESIDENTIAL 3.5                    | Bed Day                       | \$206.53                            | 2,555           | \$527,700                    |
|                            | Outpatient Services Fee-For-Service (3) | Behavioral Health Provider | Certified Peer Recovery Specialist | 10.00                         | \$208.29                            | 8,320           | \$1,733,000                  |
|                            |   |                            | Alcohol and Drug Counselor         | 5.00                          | \$218.71                            | 4,160           | \$909,900                    |
|                            |   |                            |                                    | 15.00                         |                                     | 23,430          | \$4,596,300                  |

| Contracted Service             | Service Type   | Reimbursement Method | Rate (if applicable) | Non-Medi-Cal Contract Allocation |
|--------------------------------|----------------|----------------------|----------------------|----------------------------------|
| Non-Medi-Cal Billable Services | Room and Board | Negotiated Rate      | \$36.50 Per Day      | \$ 399,700                       |
|                                |                |                      |                      |                                  |
|                                |                |                      |                      |                                  |
|                                |                |                      |                      | \$399,700                        |

Total Contract Maximum Per Fiscal Year **\$4,996,000**

| Contract Maximum by Program & Estimated Funding Sources |                                |             |             |             |             |             | Total               |  |
|---|--------------------------------|-------------|-------------|-------------|-------------|-------------|---------------------|--|
| Funding Sources (1)                                     | PROGRAM(S)                     |             |             |             |             |             |                     |  |
|   | Residential Treatment Programs |             |             |             |             |             |                     |  |
| Medi-Cal Patient Revenue (2)                            | \$ 4,596,300                   |             |             |             |             |             | \$ 4,596,300        |  |
| Realignment / BHBH Funding - Room and Board (4)         | \$ 399,700                     |             |             |             |             |             | \$ 399,700          |  |
|   |                                |             |             |             |             |             | \$ -                |  |
| <b>TOTAL CONTRACT PAYABLE FY 26-27:</b>                 | <b>\$ 4,996,000</b>            | <b>\$ -</b> | <b>\$ 4,996,000</b> |  |

Signed by:



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CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

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

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

(3) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

(4) BHBH Grant funds are to be used solely for room and board. The funds do not cover any treatment services.

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**EXHIBIT B-2- ADP**  
**ENTITY BUDGET BY PROGRAM**  
**(RESERVED)**

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

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

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

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**EXHIBIT B-4**  
**SLIDING FEE SCALE**

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

**ANNUAL GROSS FAMILY INCOME**  
**NUMBER OF DEPENDENTS**

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

**MONTHLY GROSS FAMILY INCOME**  
**NUMBER OF DEPENDENTS**

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

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

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

**EXHIBIT C**

**STANDARD**

**INDEMNIFICATION**

**AND**

**INSURANCE PROVISIONS**

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**EXHIBIT C**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**(For contracts involving the care/supervision of children, seniors or vulnerable persons)**

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**INDEMNIFICATION**

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

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

**INSURANCE**

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

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision,

training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

## B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all

required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

**EXHIBIT D**

**CERTIFICATIONS REGARDING  
LOBBYING**

**Attachment 1**  
**State of California Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients must certify and disclose accordingly.

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

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2.

Ojai Recovery LLC

Name of Contractor

Contract I Grant Number

12/16/2025

Date

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

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

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

Jason Landver

Printed Name of Person Signing for Contractor

Jason Landver

COB7C5772673499...

Signature of Person Signing for Contractor

CEO

Title

**Attachment 2**  
**CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

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

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

# **EXHIBIT E**

## **PROGRAM GOALS, OUTCOMES, AND MEASURES**

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**EXHIBIT E-1**  
**PROGRAM GOALS, OUTCOMES AND MEASURES**  
**EARLY INTERVENTION, OUTPATIENT SERVICES &**  
**INTENSIVE OUTPATIENT SERVICES**

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**(RESERVED)**

**EXHIBIT E-2**  
**PROGRAM GOALS, OUTCOMES AND MEASURES**  
**RESIDENTIAL TREATMENT SERVICES**

| <b>Residential Treatment</b><br><b>L3.1 &amp; L3.5</b> |   |  |                 |
|--|---|--|-----------------|
| <b>Program Goal</b>                                    |   | <b>Outcome</b>   | <b>Measures</b> |
| Successful SUD treatment and recovery.                 | 1 | Members <u>initiated</u> treatment   | 80%             |
|  | 2 | Members immediately <u>dropped out</u> of treatment                        | <2%             |
|  | 3 | Members <u>engaged</u> in treatment  | 60%             |
|  | 4 | Members primary drug <u>abstinence</u> at discharge                        | 80%             |
|  | 5 | Members <u>transferred</u> to treatment/lower level of care within 14 days | 15%             |

| <b>Withdrawal Management</b><br><b>L3.2</b> |   |  |                 |
|---|---|--|-----------------|
| <b>Program Goal</b>                         |   | <b>Outcome</b>   | <b>Measures</b> |
| Successful SUD treatment and recovery.      | 1 | Members immediately <u>dropped out</u> of treatment                        | <4%             |
|   | 2 | Members successfully <u>completed</u> treatment                            | 50%             |
|   | 3 | Members primary drug <u>abstinence</u> at discharge                        | 100%            |
|   | 4 | Members <u>not readmitted</u> to WM within 14 days                         | 95%             |
|   | 5 | Members <u>not readmitted</u> to WM within 30 days                         | 75%             |
|   | 6 | Members <u>transferred</u> to treatment/lower level of care within 14 days | 30%             |

| Room and Board                                 |   |                                    |          |
|--|---|------------------------------------|----------|
| Program Goal                                   |   | Outcome                            | Measures |
| 2. Stable housing upon discharge from program. | 1 | Linkage to housing upon discharge: | 100%     |
|  | 2 | Homelessness                       | #        |
|  | 3 | Temporary housing                  | #        |
|  | 4 | Permanent housing                  | #        |
|  | 5 | Other destination                  | #        |

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.

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**EXHIBIT E-3**  
**PROGRAM GOALS, OUTCOMES AND MEASURES**  
**NARCOTIC TREATMENT PROGRAM/OPIOID TREATMENT PROGRAM**

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**(RESERVED)**

## **EXHIBIT F**

# **BEHAVIORAL HEALTH BRIDGE**

# **HOUSING PROGRAM GRANT**

# **FUNDING REQUIREMENTS**

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**EXHIBIT F**  
**BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM GRANT FUNDING**  
**REQUIREMENTS**

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**1. Behavioral Health Bridge Housing Program Grant Funding Compliance**

- A.** In the performance of this Agreement, Contractor shall adhere to the requirements and agreement(s) in this Exhibit F (Behavioral Health Bridge Housing Program Grant Funding Compliance), all of which are incorporated by this reference.
- B.** Contractor shall comply with all County and Behavioral Health Bridge Housing (BHBH) Program requirements including, but not limited to, the County's Request for Applications, the County's BHBH Program Plan, and all applicable local, state, and federal laws, regulations, and guidance, that are now in force or may hereafter be in force.
- C.** Contractor shall comply with all terms and conditions of the Subcontract Agreement, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, between the County and Advocates for Human Potential, Inc. (AHP), the California Department of Health Care Services (DHCS)’ administrator for the BHBH Program including, but not limited to, those specified in this Exhibit F (Behavioral Health Bridge Housing Program Grant Funding Compliance), and any amendments thereto, which are or shall be available at [www.bridgehousing.Buildingcalhhs.com](http://www.bridgehousing.Buildingcalhhs.com) or upon request.
  - 1. Contractor acknowledges and agrees to comply with all applicable numbered provisions of Attachment B of County's BHBH grant agreement with AHP, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, including, but not limited to the following numbered provisions: 1 (Travel and Per Diem Reimbursement), 2 (Site Inspection), 3 (Intellectual Property Rights), 5 (Confidentiality of Information), 6 (Documentation, Publications, and Written Reports), 7 (Subcontract Requirements), 11 (Progress Payment Withholds), 15 (Prohibited Use of State Funds for Software), 16 (Insurance Requirements), 17 (Procurement Rules), 18 (Equipment/Property Ownership/Inventory/Disposition), 20 (Suspension or Stop Work Notification), 21 (Public Communications), and 22 (Audit and Record Retention).
- D. Data Collection and Reporting.** Contractor shall comply with all data collection and reporting requirements of the County, AHP, or DHCS applicable to Contractor's performance under this Agreement and shall use data systems to facilitate BHBH grant evaluation as directed by Behavioral Wellness.
- E. Debarment and Suspension.** Contractor represents and certifies that neither Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Contractor during the life of this Agreement will be reported immediately to County and AHP. Contractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Agreement.

## **F. Intellectual Property.**

### **1. Ownership.**

- a. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- b. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, knowhow, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- c. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- d. In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

- e. Contractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Contractor.
- f. Contractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

2. **Retained Rights/License Rights.**

- a. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- b. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Agreement or result in a breach of any provisions of law relating to confidentiality.

3. **Copyright.**

- a. Contractor agrees that for purposes of copyright law, all works [as defined in section 1.F.1.c above] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of

Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that:(i) all work performed for Contractor shall be deemed a “work made for hire” under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

- b. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS’ notice of copyright, which shall read in 3mm or larger typeface: “© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**4. Patent Rights.**

- a. With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically, included in this Agreement’s scope of work, Contractor hereby grants to DHCS a license as described under section 1.F.2 above for devices or material incorporating, or made through the use of such inventions.
- b. If such inventions result from research and development work specifically included within this Agreement’s scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**5. Third-Party Intellectual Property.**

- a. Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining AHP and DHCS’ prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in section 1.F.2 above, for any of Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Contractor’s performance of this Agreement, Contractor shall obtain a license under terms acceptable to AHP and DHCS.

**6. Warranties.**

- a. Contractor represents and warrants that:

- i. It is free to enter into and fully perform this Agreement.
- ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- iii. Neither Contractor's performance of this Agreement, nor the exercise by either party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- iv. Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
- v. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- vii. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

## **7. Intellectual Property Indemnity.**

- a. Contractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or

proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- b. Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- c. Contractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this section 1.F (Intellectual Property) by Contractor. Contractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### 8. **Federal Funding.**

- a. In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and

ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**9. Survival.**

- a. The provisions set forth herein shall survive any termination or expiration of this Agreement.

**G. Audit and Record Retention.**

1. Contractor agrees to maintain and preserve, until three years after termination of County's BHBH grant agreement with AHP, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, and final payment from AHP to County, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records
2. Contractor and/or its subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
3. Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction.
4. Contractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
5. Contractor and/or its subcontractor shall preserve and make available its records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such

longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

- a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement; or
- b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

6. Contractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
7. Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

**EXHIBIT BAA**  
**HIPPA BUSINESS ASSOCIATE**  
**AGREEMENT**

**(RESERVED)**