

Board Contract: _____

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

BETWEEN

COUNTY OF SANTA BARBARA

AND

CASA PACIFICA CENTERS
FOR CHILDREN AND FAMILIES

FOR
MENTAL HEALTH SERVICES

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 24-010**, is made by and between the **County of Santa Barbara** (County) and **Casa Pacifica Centers for Children and Families** (Contractor) for the continued provision of services specified herein (hereafter, First Amendment).

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

WHEREAS, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 24-010, (Agreement), for the provision of certain mental health services, for a maximum contract amount not to exceed **\$9,238,690**, inclusive of \$4,619,345 in Mental Health (MH) funding per fiscal year, for the period of July 1, 2024, through June 30, 2026 (Agreement); and

WHEREAS, the parties wish to make certain changes to the Agreement through this First Amendment to update certain standard terms in compliance with state and federal requirements; update staff caseload, program capacity and staffing requirements of the In-Home Therapeutic Program (Exhibit A-4) and the SB 163/Wraparound Services (Exhibit A-6); terminate the Safe Alternatives for Treating Youth (SAFTY) Program (Exhibit A-7), effective September 30, 2025; update program budget and service type requirements; and reduce the contract amount by \$1,462,335 for a revised, total maximum contract amount not to exceed **\$7,776,355** in MH funding (\$4,619,345 for FY 2024-25, and \$3,157,010 for FY 2025-26), with no change to the contract term of July 1, 2024, through June 30, 2026.

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

- I. Delete Section 8, Debarment and Suspension, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**
 - 8. DEBARMENT AND SUSPENSION.**
 - A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
 - B.** Contractor shall also comply with the debarment and suspension provisions set forth in EXHIBIT A-1 General Provisions: MHS to this Agreement.
- II. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**
 - 10. CONFLICT OF INTEREST.**
 - A.** Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree

with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

- B. Contractor shall also comply with the conflict-of-interest provisions set forth in EXHIBIT A-1 General Provisions: MHS to this Agreement.

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

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.

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

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the expiration or termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)
- B. Contractor shall also comply with the records, audit, and review provisions set forth in EXHIBIT A-1 General Provisions: MHS to this Agreement.
- C. Contractor shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse the amount of the audit exceptions and all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits including, but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

V. Delete Section 16, Nondiscrimination, of the Standard Terms and Conditions, of the Agreement, and replace it with the following:

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: MHS to this Agreement.

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

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.

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

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

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

26. COMPLIANCE WITH LAW.

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

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

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

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

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

35. MANDATORY DISCLOSURES.

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

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

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

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain covered telecommunications equipment or services;
 - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following :

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

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

37. DOMESTIC PREFERENCES FOR PROCUREMENTS .

- A. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products.)

B. For purposes of this section:

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

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

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

38. PROCUREMENT OF RECOVERED MATERIALS.

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

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

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

A. Certification and Disclosure Requirements.

1. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that Contractor has

not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).

2. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
3. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection A.2. of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
5. All disclosure forms shall be forwarded from tier to tier until received by County.

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

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

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

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

A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.

B. Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

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

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

A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.

B. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

A. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XVI. Delete Section 1, Performance, of Exhibit A-1 MHS, General Provisions, and replace it with the following:

1. PERFORMANCE.

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

1. Contractor agrees to comply with 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.

2. 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.
3. 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.
4. 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.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
3. 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
4. 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](#).

XVII. Delete Section 2, Staff, Subsections D; E; F; G; H; and I, Staffing guidelines for Medicare – Medi-Cal (Medi-Medi) clients, of Exhibit A-1 MHS, General Provisions of the Agreement, and replace them with the following:

2. STAFF.

- D.** Contractor and its staff shall use Contractor's business email domain to log into the Behavioral Wellness electronic health record.

- E. Contractor shall notify County through the ServiceNow CBO Onboarding/Offboarding Portal within one business day for the unexpected termination of staff when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- F. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- G. County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.
- H. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- I. Disqualification, if any, of Contractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.
- J. **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 waived psychologists);
 - iii. licensed clinical social workers (includes waived or registered clinical social workers);
 - iv. Licensed professional clinical counselor (includes waived or registered professional clinical counselors);
 - v. licensed marriage and family therapists (includes waived or registered marriage and family therapists);
 - vi. registered nurses (includes certified nurse specialists and nurse practitioners);
 - vii. licensed vocational nurses;
 - viii. licensed psychiatric technicians; and
 - ix. licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.- A, page 11 [TN 23-0026]; BHIN 24-023.)
 - 2. **Waivered/Registered Professional.** "Waivered/Registered Professional" means:
 - i. For a psychologist candidate, "waivered" means an individual who either is gaining the experience required for licensure or was recruited for employment from outside

California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.

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

delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner or physician assistant must be physically present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant. (State Plan TN: 23-0026; BHIN 24-023.)

5. **Peer Support Specialist.** “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)
6. **Community Health Worker.** Community Health Worker is a skilled and trained health educator who is member of the community they serve who link members to health, mental health and social services to improve the overall quality of services delivered. CHWs may include individuals known by a variety of job titles who meet the CHW qualifications as APL 24-006; State Plan 22-0001.
7. **Mental Health Rehabilitation Specialist.** “Mental Health Rehabilitation Specialist” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
8. **Qualified Mental Health Worker.** “Qualified Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
9. **Mental Health Worker.** “Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

XVIII. Add Section 3, Licenses, Permits, Registrations, Accreditations, and Certifications, Subsection E, to Exhibit A-1 MHS, General Provisions, of the Agreement as follows:

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

- E. Contractor shall be enrolled at all times during the term of this Agreement with the California Department of Health Care Services as a Medi-Cal provider, consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E.

XIX. Delete Section 4, Reports, Subsection A, Programmatic, Subsections 4 and 5, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace it with the following:

4. REPORTS.

A. Programmatic.

4. The Measures described in Exhibit E(s), Program Goals, Outcomes, and Measures, as applicable and as may be amended or modified.
5. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor’s programs; and any other program specific reporting requirement, if any, as described in the individual programmatic Statement of Work Exhibits

XX. Add Section 4, Reports, Subsection D, of Exhibit A-1 MHS, General Provisions, of the Agreement as follows:

4. REPORTS.

D. Contractor agrees that County or the California Department of Health Care Services (DHCS) may withhold payments until Contractor has submitted any required data and reports to County or DHCS as identified in this Agreement, or Integrated Intergovernmental Agreement, Exhibit A(s) or Document 1F(a) Reporting Requirement Matrix for Counties.

XXI. Delete Section 8, Confidentiality, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace it with the following:

8. 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 shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Integrated Intergovernmental Agreement Exhibit A—Attachment 4 (Management Information Systems), Section 6 (HIPAA and Additional Data Standards), Exhibit D, Section 14 (Confidentiality of Information), and Exhibit F (Business Associate Addendum); and this Agreement, as applicable. Patient records must comply with all applicable 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 services under this Agreement 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 members 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. parts 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.
- G. 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.

XXII. Delete Section 9, Client and Family Member Empowerment, Subsections D and E, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace them with the following:

9. MEMBER AND FAMILY MEMBER EMPOWERMENT.

- D. Contractor shall 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.

XXIII. Delete Section 12, Notification Requirements, of to Exhibit A-1 MHS, General Provisions, of the Agreement, and replace it with the following:

12. NOTIFICATION REQUIREMENTS.

- A. **Notice to QCM.** Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-4777 or by email at BWELLQCM@sbcbswell.org in the event of:

1. Known serious complaints against licensed/certified staff;
2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
3. Staff privileges restricted at a hospital;
4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting*.

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. 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 (805-884-6855).

E. Notice to Contracts Division. Contractor may contact Behavioral Wellness Contracts Division at bwelcontractsstaff@sbcbswell.org for any contractual concerns or issues.

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.

XXIV. Delete Section 13, Monitoring, Subsections C; D; and E, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace them with the following:

13. MONITORING.

- C. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- D. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. § 438.3(h).) If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a corrective action plan.
- E. **County Corrective Action Plan.** County shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in Contractor's compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by County. Contractor shall:
 - 1. Take corrective action;
 - 2. Provide evidence of correction; and
 - 3. Have a mechanism for monitoring effectiveness of corrective action over time.
- F. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

XXV. Delete Section 14, Nondiscrimination, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace it with the following:

14. COLLABORATIVE MEETINGS.

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

XXVI. Delete Section 15, Collaborative Meetings, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace it with the following:

15. TRAINING REQUIRMENTS.

- A. **Training Upon Hire and Annually Thereafter.** Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:

1. HIPAA Privacy and Security;
 2. Consumer and Family Culture;
 3. Behavioral Wellness Code of Conduct;
 4. Cultural Competency;
 5. Behavioral Wellness electronic Health Record (EHR), including SmartCare for service and administrative staff who enter and analyze data in the system (at hire and as needed); and
 6. MHSA Overview Training (only at hire, not annually).
- B. Training Requirements for Contractor staff who provide direct services/document in Behavioral Wellness Electronic Health Record (EHR), including SmartCare. The following trainings must be completed at hire and annually thereafter:**
1. Documentation Training;
 2. Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths (ANSA) assessment training and certification exam:
 - i. Contractors who provide services to members ages zero through 20 years old shall complete the CANS certification training and exam.
 - ii. Contractors who provide services to members ages 21 years old and older shall complete the ANSA.
 - iii. Contractors providing services to members of both age groups may select either of these assessment tool trainings and need not compete both; and
 - iv. Annual training and certification of clinicians is required for use of the CANS or ANSA. In order to be certified in the CANS or ANSA clinicians must demonstrate reliability on a case vignette of .70 or greater.
 3. Any additional applicable trainings in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.countyofsb.org/904/Policies-Procedures>.

XXVII. Delete Section 16, Training Requirements, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace it with the following:

16. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Member Handbook.** Contractor shall provide the County of Santa Barbara Member Handbook to each potential member and member in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials* when first receiving Specialty Mental Health Services and upon request. 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. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360, subd. (e); 42 C.F.R. § 438.10.)
- B. Written Materials in English and Spanish.** Contractor shall provide all written materials for member and potential member, including provider directories, County of Santa Barbara Member Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42

C.F.R. § 438.10(d)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.

C. 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.

D. Provider Directory. Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver mental health services; the provider directory must be updated at least monthly to include the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/ modalities provided;
8. Whether the provider accepts new member;

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.

E. Department of Behavioral Wellness Policies and Procedures. Contractor shall comply with all applicable Department of Behavioral Wellness policies and procedures including those listed below. Department of Behavioral Wellness policies and procedures, available at [Policy Portal - Departmental - Smartsheet.com](https://policyportal-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 #3.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
4. **Policy and Procedure #3.004.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.004 Advance Directives – Adult Outpatient Services* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
5. **Policy and Procedure #4.000.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.000 Authorization of Outpatient Specialty Mental Health Services.*
6. **Policy and Procedure #4.001.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.001 Authorization of Therapeutic Behavioral Services (TBS),* applicable to providers providing children services.
7. **Policy and Procedure #4.008.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.008 Member Informing Materials.*
8. **Policy and Procedure #4.012.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.012 Contracted Provider Relations.*
9. **Policy and Procedure #4.014.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #4.014 Service Triage for Urgent and Emergency Conditions.*
10. **Policy and Procedure #5.008.** Mandatory Trainings Contractor shall comply with

Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.

11. **Policy and Procedure #8.100.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*
12. **Policy and Procedure #8.101.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Client Problem Lists, Treatment Plans, and Treatment Progress Notes.*
13. **Policy and Procedure #8.102.** Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 CalAIM Documentation Reform-Progress Note Requirements.*

- F. **Accessibility.** Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal member with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- G. **Hours of Operation.** Contractor shall maintain hours of operation during which services are provided to Medi-Cal member that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal member. If Contractor only offers services to Medi-Cal member, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- H. **Access to Routine Appointments.** Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the member the option to re-contact the County's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the member within the 10 business day standard.
- I. **Member Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note).** Contractor shall complete an Assessment, Problem List, and Treatment Plan (or Treatment Plan Progress Note for targeted case management and peer support services) for each member receiving Program services in accordance with CalAIM requirements, applicable Behavioral Wellness Policies and Procedures, and the Behavioral Wellness Clinical Documentation Manual available at <https://www.countyofsb.org/behavioral-wellness/asset.c/5670>.

XXVIII. Delete Section 17, Additional Program Requirements, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace it with the following:

17. SIGNATURE PAD.

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

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

XXIX. Delete Sections 18, Signature Pad; and 19; State Contract Compliance, of Exhibit A-1 MHS, General Provisions, of the Agreement, and replace them with the following:

18. ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS.

- A.** County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)
- B.** Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.
- C. Americans with Disabilities Act.** Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.
- D. Generative Artificial Intelligence Technology Uses and Reporting.**
1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
 2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
 3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
 4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI

technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.

5. Contractor shall include subsection C (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 D.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 D.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 D.3 with an excluded, debarred, or suspended individual, provider, or entity.
 - i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections D.1 and D.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 E.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 E.1 and E.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 F.1 of this Section (Additional State Contract Compliance Requirements) and the right to Audit under subsection F.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 G (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 H (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 I (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 I (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 K (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 J (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 L (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.

XXX. Delete Section 1, Program Summary, of Exhibit A-2, Statement of Work: MHS Casa Pacifica: Suicide Prevention Services, of the Agreement, and replace it with the following:

1. **PROGRAM SUMMARY.** This is a MHSA Prevention and Early Intervention (PEI) funded program. This is a prevention program intended to address suicide prevention, increase protective factors, and decrease risk factors for junior high and high school students throughout Santa Barbara County. This program is intended to supplement the work of Casa Pacifica's Safe Alternatives for Treating Youth (SAFTY) Program and BWell's Mobile Crisis Team, by providing suicide prevention trainings to students across the county, and suicide risk assessment trainings to school staff and others who work with youth county-wide. Additionally, this program will provide outreach activities and information on mental health resources at schools and at school-related

public events. This program will have a full time Bilingual outreach coordinator to provide outreach and information to the community and lead Suicide Prevention trainings for students. The program will also use Casa Pacifica staff trained in Clinical Suicide Risk Assessment and Commercial Sexual Exploitation of Children (CSEC) to lead the Clinical Suicide Risk Assessment and CSEC trainings for school staff and others who work with youth.

XXXI. Delete Section 4, Operations, Subsection A, Staff Caseload, of Exhibit A-4, Statement of Work: MHS In-Home Therapeutic Program, , of the Agreement, and replace it with the following:

I. OPERATIONS.

A. Staff Caseload. The target staff-to-member ratio includes 1 to 7 [one (1.0) FTE TBS Specialist staff member per seven (7) members). The target Lead TBS Program staff-to-member ratio shall include a maximum of one (1) Staff to four (4) members. The target TBS Clinical Coordinator staff-to-member ratio shall include a maximum of one (1) to three (3) members.

XXXII. Delete Section 9, Program Capacity, of Exhibit A-4, Statement of Work: MHS In-Home Therapeutic Program, of the Agreement, and replace it with the following:

9. PROGRAM CAPACITY. The target census for provided services, described in Section 3 (Services), is eighty (80) members. Should numbers fall below sixty (60) members, the Contactor shall notify BWell.

XXXIII. Delete Section 10, Staffing Requirements, Exhibit A-4, Statement of Work: MHS In-Home Therapeutic Program, of the Agreement, and replace it with the following:

10. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements, up to the maximum number of FTE's listed below. Staffing requirements are outlined in this Agreement based on the anticipated member census. It is expected the Contractor may need to adjust staffing levels in response to changes in member referrals and overall census. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

A. Program staffing is anticipated to include 18.08 Full-Time (FTE) as follows:

1. **2.0 FTE Clinical Supervisors.** The responsibilities of the Clinical Supervisors shall include but not be limited to clinical oversight of treatment teams; development of Member Service Plans; review and approval of all case documentation; clinical training of staff; consultation regarding member case; and individual supervision;
2. **2.0 FTE Program Lead;**
3. **1.0 FTE TBS Clinical Coordinator;**
4. **10.0 FTE TBS Specialists.** Responsibilities of TBS Specialists shall include but not be limited to individual Targeted Case Management; implementation and execution of the member's Member Service Plan; one-to-one member interventions; daily reporting of

- developments regarding the member's case; and providing consultation to and coaching parties on behavior management;
5. 1.0 FTE **Program Manager**. Responsibilities of the Program Manager shall include but not be limited to budget development, staff management, ensuring compliance with applicable regulations and ensuring Program fidelity;
 6. 1.33 FTE **Administrative Support** staff;
 7. 0.35 FTE **Regional Director Community Based Service**; and
 8. 0.40 FTE **Assistant Director Community Based Service**, as defined in Title 9, CCR Sections 1810.223 and 1810.254, respectively.
 9. Program Staff shall be licensed mental health professionals or waived/registered professional, as defined in Title 9, CCR Sections 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 4999.12; or Clinical Trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW) as specified below.
 10. **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 waived psychologists);
 - iii. licensed clinical social workers (includes waived or registered clinical social workers);
 - iv. Licensed professional clinical counselor (includes waived or registered professional clinical counselors);
 - v. licensed marriage and family therapists (includes waived or registered marriage and family therapists);
 - vi. registered nurses (includes certified nurse specialists and nurse practitioners);
 - vii. licensed vocational nurses;
 - viii. licensed psychiatric technicians; and
 - ix. licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.-A, page 11 [TN 23-0026]; BHIN 24-023.)
 11. **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.)

12. 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.)

13. Mental Health Rehabilitation Specialist (MHRS). “Mental Health Rehabilitation Specialist” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

14. Qualified Mental Health Worker (QMHWS). “Qualified Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

15. Mental Health Worker (MHW). “Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

XXXIV. Delete Section 4, Operations, Subsection Section C, Staff to Client Ratios, of Exhibit A-6, Statement of Work: MHS SB163/Wraparound, , of the Agreement, and replace it with the following:

4. OPERATIONS.

C. Staff Caseload.

1. The target Family Facilitator staff-to-member ratio includes 1 to 6 [one (1.0) FTE direct service staff member per six (6) members].
2. The target Parent Partners staff-to-member ratio includes 1 to 10 [one (1.0) FTE staff member per ten (10) members].
3. The target Child and Family Specialists (CFS) staff-to-member ration includes 1 to 5 [one (1.0) FTE staff member per five (5) members].

XXXV. Delete Section 5, Clients and Program Capacity, Subsection B, of Exhibit A-6, Statement of Work: MHS SB163/Wraparound, of the Agreement, and replace it with the following:

5. MEMBERS AND PROGRAM CAPACITY.

B. The target census for services described in Section 3 (Services) is sixteen (16) members.

XXXVI. Delete Section 8 Staffing Requirements, of Exhibit A-6, Statement of Work: MHS SB163/Wraparound, and replace it with the following:

8. STAFFING REQUIREMENTS. Staffing requirements are outlined in this Agreement based on the anticipated member census. It is expected that the Contractor may need to adjust staffing levels in response to change in member referrals and overall census. Changes to these requirements do not require a formal amendment to this agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

1. Program staffing is anticipated to include **5.025** Full Time Equivalent (FTE) as follows:

1. 1.0 FTE **Child and Family Specialist;**
2. 0.50 FTE **Clinical Supervisor;**
3. 0.35 FTE **Program Manager;**
4. 0.5 FTE **Family Facilitator;**
5. 0.50 FTE **Lead Child and Family Specialist;**
6. 0.50 FTE **Lead Wraparound Program Liaison;**

7. 0.50 FTE **Lead Family Facilitator**;
 8. 0.50 FTE **Parent Partner**;
 9. 0.425 FTE **Administrative Assistant I/II**;
 10. 0.125 FTE **Regional Director of Community Services**;
 11. 0.125 FTE **Assistant Director of Community Services**.
2. Program staff shall be licensed mental health professional or a waived/ registered professional, as defined in Title 9 CCR Sections 1810.223 and 1810.254, respectively.
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 waived psychologists);
 - iii. Licensed clinical social workers (includes waived or registered clinical social workers);
 - iv. Licensed professional clinical counselor (includes waived or registered professional clinical counselors);
 - v. Licensed marriage and family therapists (includes waived or registered marriage and family therapists);
 - vi. Registered nurses (includes certified nurse specialists and nurse practitioners);
 - vii. Licensed vocational nurses;
 - viii. Licensed psychiatric technicians; and
 - ix. Licensed occupational therapists. (State Plan, Supplement 1 to Attachment 3.1.- A, page 11 [TN 23-0026]; BHIN 24-023.)
 2. **Waivered/Registered Professional.** “Waivered/Registered Professional” means:
 - i. For a psychologist candidate, “waivered” means an individual who either is gaining the experience required for licensure or was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law.
 - ii. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, “registered” means a candidate for licensure who is registered or is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure in accordance with applicable statutes and regulations and “waivered” means a candidate who was recruited for employment from outside California, whose experience is sufficient to gain admission to the appropriate licensing examination, and who has been granted a professional licensing waiver approved by the California Department of Health Care Services to the extent authorized under state law. (State Plan TN: 23-0026; BHIN 24-023.)

3. **Clinical Trainee.** “Clinical Trainee” means an unlicensed individual who is enrolled in a postsecondary educational program that is required for the individual to obtain licensure as a Licensed Mental Health Professional; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or the applicable licensing board to participate in the practicum, clerkship, or internship and provide specialty mental health services including, but not limited to, all coursework and supervised practice requirements. Clinical Trainee provider types include:
 - i. Nurse Practitioner Clinical Trainee;
 - ii. Licensed Psychologist Clinical Trainee;
 - iii. Licensed Clinical Social Worker Clinical Trainee;
 - iv. Licensed Marriage and Family Therapist Clinical Trainee;
 - v. Licensed Professional Clinical Counselor Clinical Trainee;
 - vi. Licensed Psychiatric Technician Clinical Trainee;
 - vii. Registered Nurse Clinical Trainee;
 - viii. Licensed Vocational Nurse Clinical Trainee;
 - ix. Licensed Occupational Therapist Clinical Trainee;
 - x. Licensed Physician Clinical Trainee (Medical Student);
 - xi. Registered Pharmacist Clinical Trainee;
 - xii. Physician Assistant Clinical Trainee; and
 - xiii. (Certified) Clinical Nurse Specialist Clinical Trainee (specialty mental health delivery system only). (State Plan TN: 23-0026; BHIN 24-023.)
4. **Mental Health Workers (MHW).** “Mental Health Worker” is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.

XXXVII. Delete the exhibit title of Exhibit A-7 - Statement of Work: MHS Safe Alternatives for Treating Youth (SAFTY), of the Agreement, and replace it with the following:

**EXHIBIT A-7
STATEMENT OF WORK: MHS
SAFE ALTERNATIVES FOR TREATING YOUTH (SAFTY)
July 1, 2024-September 30, 2025**

XXXVIII. Add an introductory paragraph to Exhibit A-7 Statement of Work: MHS Safe Alternatives for Treating Youth (SAFTY), of the Agreement as follows:

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-7 (MHS Safe Alternatives for Treating Youth (SAFTY)) on July 1, 2024, and end performance upon completion but no later than September 30, 2025, unless otherwise directed by County or unless earlier terminated.

XXXIX. Delete Exhibit B, Financial Provisions – MHS, Section II, Maximum Contract Amount, and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$7,776,355** (\$4,619,345 for FY 2024-25, and \$3,157,010 for FY 2025-26) in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section 1 (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

XL. Delete Exhibit B, Financial Provisions – MHS, Section VII, Billing and Payment Procedures and Limitations, Section A, Submission and Claims of Invoices, Section 1, Submission of Claims for Medi-Cal Services, of the Agreement, and replace it with the following:

VII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

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

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

If any services in the monthly Medi-Cal claim for the Contractor are denied by DHCS then these will be deducted from the subsequent monthly claim at the same value for which they were originally claimed. In the event that the State denies payment for services provided under this contract and such denial is later determined to be the result of inappropriate adjudication by the State, the County reserves the right to issue a credit to the Contractor for the denied services at the rates identified in Exhibit B-1 and B-3 MHS.

THIS SECTION INTENTIONALLY LEFT BLANK

XLI. Delete Exhibit B -1 MHS- Schedule of Rates and Contract Maximum, of the Agreement, and replace it with the following:

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

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

CONTRACTOR NAME:

Casa Pacifica

FISCAL YEAR: 2024-2025

Contracted Service	Service Type	Provider Group	Practitioner Type (5)	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.02	\$368.91	13	\$4,796
			LPHA / Assoc. LPHA	8.13	\$238.73	5,382	\$1,284,829
			Certified Peer Recovery Specialist	0.00	\$188.58	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	22.25	\$181.33	14,729	\$2,645,636
				30.40		20,124	\$3,935,261

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

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	2% of Medi-Cal for TBS & SAFTY	Fee-For-Service	\$61,076
	Outpatient Non-Medi-Cal Services (1)	Wraparound	Fee-For-Service (Paid by DSS)	\$42,600
	Operating Subsidy	SAFTY	Cost Reimbursement	\$250,000
	Quality Assurance & Utilization Management (2)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$157,409
	Prevention	Suicide Prevention Program	Cost Reimbursement	\$123,000
				\$634,084

Total Contract Maximum **\$4,619,345**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	PROGRAM(S)						
	Therapeutic Behavioral Services (TBS)	Wraparound	Suicide Prevention for Youth	STRTP	SAFTY	FURS	
Medi-Cal Patient Revenue (4)	\$ 2,001,080	\$ 869,693	\$ -	\$ 50,000	\$ 1,052,682	\$ 11,806	\$ 3,985,260
Realignment QA / UM Incentive	\$ 80,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,042
Realignment Non-Medi-Cal Services	\$ 40,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,022
MHSA QA / UM Incentive	\$ -	\$ 34,788	\$ -	\$ -	\$ 42,107	\$ 472	\$ 77,367
MHSA Subsidy	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ 123,000	\$ -	\$ -	\$ -	\$ 123,000
Social Services Non-Medi-Cal Services	\$ -	\$ 42,600	\$ -	\$ -	\$ -	\$ -	\$ 42,600
MHSA Non-Medi-Cal Services	\$ -	\$ -	\$ -	\$ -	\$ 21,054	\$ -	\$ 21,054
TOTAL CONTRACT PAYABLE FY 24-25	\$ 2,121,144	\$ 947,080	\$ 123,000	\$ 50,000	\$ 1,365,843	\$ 12,278	\$ 4,619,345

CONTRACTOR SIGNATURE:

Signed by:

Shawna Morris
ADEF98E32CD04D8...

DocuSigned by:

Christie Boyer

FISCAL SERVICES SIGNATURE:

96D40AB0C0AD408...

- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B of the agreement for required deliverables.
- (3) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

EXHIBIT B – 1 MHS SCHEDULE OF RATES AND CONTRACT MAXIMUM (Continued)

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

CONTRACTOR NAME: Casa Pacifica

FISCAL 7/1/25-9/30/25
YEAR: (SAFTY Only)

Contracted Service	Service Type	Provider Group	Practitioner Type (4)	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$407.47	0	\$0
			LPHA / Assoc. LPHA	1.39	\$263.68	673	\$177,393
			Certified Peer Recovery Specialist	0.00	\$208.29	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	1.00	\$198.39	485	\$96,219
				2.39		1,158	\$273,613

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	2% of Medi-Cal for SAFTY	Fee-For-Service	\$5,472
	Operating Subsidy	SAFTY	Cost Reimbursement	\$62,500
				\$67,972

Total Contract Maximum **\$341,585**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (23)	PROGRAM(S)						
	SAFTY						
Medi-Cal Patient Revenue (3)	\$ 273,613						\$ 273,613
Realignment QA / UM Incentive	\$ -						\$ -
Realignment Non-Medi-Cal Services	\$ -						\$ -
MHSA QA / UM Incentive	\$ -						\$ -
MHSA Subsidy	\$ 62,500						\$ 62,500
MHSA Non-Medi-Cal Program	\$ -						\$ -
Social Services Non-Medi-Cal Services	\$ -						\$ -
MHSA Non-Medi-Cal Services	\$ 5,472						\$ 5,472
TOTAL CONTRACT PAYABLE FY 25-26	\$ 341,585						\$ 341,585

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

Signed by: Shauna Morris
ADEFB6E32CD846...
Signed by: Christie Boyer
96D40AB0C0AD408...

- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) 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.
- (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (4) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

EXHIBIT B – 1 MHS

SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Continued)

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

CONTRACTOR NAME:

Casa Pacifica

FISCAL
YEAR: 2025-2026

Contracted Service	Service Type	Provider Group	Practitioner Type (5)	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$407.47	0	\$0
			LPHA / Assoc. LPHA	1.94	\$263.68	1,370	\$361,240
			Certified Peer Recovery Specialist	0.00	\$208.29	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	15.00	\$198.39	10,592	\$2,101,397
				16.94		11,962	\$2,462,637

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

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	2% of Medi-Cal for TBS & SAFTY	Fee-For-Service	\$38,680
	Outpatient Non-Medi-Cal Services (1)	Wraparound	Fee-For-Service (Paid by DSS)	\$42,600
	Quality Assurance & Utilization Management (2)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$98,507
	Prevention	Suicide Prevention Program	Cost Reimbursement	\$123,000
				\$302,787

Total Contract Maximum **\$2,815,425**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	PROGRAM(S)						
	Therapeutic Behavioral Services (TBS)	Wraparound	Suicide Prevention for Youth	STRTP	FURS		
Medi-Cal Patient Revenue (4)	\$ 1,933,986	\$ 516,845	\$ -	\$ 50,000	\$ 11,806		\$ 2,512,637
Realignment QA / UM Incentive	\$ 77,360	\$ -	\$ -	\$ -	\$ -		\$ 77,360
Realignment Non-Medi-Cal Services	\$ 38,680	\$ -	\$ -	\$ -	\$ -		\$ 38,680
MHSA QA / UM Incentive	\$ -	\$ 20,675	\$ -	\$ -	\$ 472		\$ 21,147
MHSA Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ 123,000	\$ -	\$ -		\$ 123,000
Social Services Non-Medi-Cal Services	\$ -	\$ 42,600	\$ -	\$ -	\$ -		\$ 42,600
MHSA Non-Medi-Cal Services	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL CONTRACT PAYABLE FY 25-26	\$ 2,050,026	\$ 580,120	\$ 123,000	\$ 50,000	\$ 12,278		\$ 2,815,425

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

Signed by:

 ADEF96E32CD84D
 Signed by:

 98D40AB9C0AD408

- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B of the agreement for required deliverables.
- (3) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

- XLII. Delete Exhibit B-2 Entity Budget by Program, of the Agreement, and replace it with the following:**

EXHIBIT B – 2
ENTITY BUDGET BY PROGRAM

Santa Barbara County Department of Behavioral Wellness Contract Budget

AGENCY NAME: Casa Pacifica Centers for Children and Families

COUNTY FISCAL YEAR: FY 24-26

LINE #	COLUMN #	1	2	3
	I. REVENUE SOURCES:		Suicide Prevention for Youth FY 24-25	Suicide Prevention for Youth FY 25-26
1	Contributions			
2	Foundations/Trusts			
3	Miscellaneous Revenue			
4	Behavioral Wellness Funding		\$ 123,000	\$ 123,000
5	Other Government Funding			
6	DSS SB			
7	Total Other Revenue			\$ 123,000
	II. Client and Third Party Revenues:			
8	Client Fees			
9	SSI			
10	Total Client and Third Party Revenues		\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET		\$ -	\$ 123,000

EXHIBIT B – 2
ENTITY BUDGET BY PROGRAM (Continued)

	III. DIRECT COSTS	Suicide Prevention for Youth FY 24-25	Suicide Prevention for Youth FY 25-26
	III.A. Salaries and Benefits Object Level		
12	Salaries & Benefits	\$ 112,000	\$ 102,739
13	Salaries and Benefits Subtotal	\$ 112,000	\$ 102,739
	III.B Services and Supplies Object Level		
14	Clinical Risk Assessment Trainings- Up to 20 at \$550 each; Commercial Sexual Exploitation of Children trainings at \$200 each	\$ 11,000	\$ -
15	Auto	\$ -	\$ 1,950
16	Insurance	\$ -	\$ 225
17	QA	\$ -	\$ 550
18	Supplies	\$ -	\$ 68
19	Telephone	\$ -	\$ 675
20	Training	\$ -	\$ 750
21	Services and Supplies Subtotal	\$ 11,000	\$ 4,218
	III.C. Client Expense Object Level Total (Not	\$ -	\$ -
22			
23	SUBTOTAL DIRECT COSTS	\$ 123,000	\$ 106,957
	IV. INDIRECT COSTS		
24	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ -	\$ 16,043
25	GROSS DIRECT AND INDIRECT COSTS	\$ 123,000	\$ 123,000

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

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

Behavioral Health Provider Fees

Provider type	Hourly Rate (Avg. Direct Bill rate) FY 24-25	Hourly Rate (Avg. Direct Bill rate) FY 25-26	Taxonomy Codes
Psychologist/ Pre-licensed Psychologist	\$368.91	\$407.47	102L, 103G, 103T
LPHA	\$238.73	\$263.68	1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256
LCSW	\$238.73	\$263.68	106E, 1041
Peer Recovery Specialist	\$188.58	\$208.29	175T
Mental Health Rehab Specialist	\$181.33	\$198.39	146D, 146L, 146M, 146N, 171M, 174H, 1837, 2217, 224Y 224Z, 2254, 2258, 225A, 2260, 2263, 246Y, 246Z, 2470, 274K, 374T, 376K, 3902, 4053
Other Qualified Providers	\$181.33	\$198.39	171R, 172V, 3726, 373H, 374U, 376J

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Service Codes	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30
90845	Psychoanalysis, 15 Minutes	Therapy Codes	15
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15
96105	Assessment of Aphasia, per Hour	Assessment Codes	60
96110	Developmental Screening, 15 Minutes	Assessment Codes	15
96112	Developmental Testing, First Hour	Assessment Codes	60
96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60
96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15

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

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30
96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15
96161	Caregiver Assessment Administration of Care- Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Plan Development Codes	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Plan Development Codes	60
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes	Plan Development Codes	60
G2212	Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes (<i>automatically added by SmartCare as appropriate</i>)	Add-on Code	15
H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15
H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15

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

- XLIV. Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- XLV. Execution of Counterparts.** This First Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

THIS SECTION INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA:

By:

LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date:

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

Deputy Clerk

Date:

CONTRACTOR:

Casa Pacifica Centers for Children and Families

By:

Signed by:
Shawna Morris
ADEF08E32C084D8...
Authorized Representative

Name:

Shawna Morris

Title:

Chief Executive Officer

Date:

9/25/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

Signed by:
Bo Bai
18A252DEFFD3406...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

Signed by:
Betsy M. Schaffer
A99ED58D71D04FB...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:

DocuSigned by:
Antonette "Toni" Navarro
208SC5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

Signed by:
Greg Milligan
05F555F00289466...
Risk Manager