

Board Contract #: _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

AURORA LAS ENCINAS, LLC

FOR

MENTAL HEALTH SERVICES

TABLE OF CONTENTS

STANDARD TERMS AND CONDITIONS 3

SIGNATURE PAGE 16

EXHIBITS LIST 17

EXHIBIT A - Mental Health Services (MHS) Statement of Work..... 18

EXHIBIT A-1 - MHS: General Provisions 19

EXHIBIT A-2 - Statement of Work: MHS Psychiatric Inpatient Hospital Services 45

EXHIBIT B - Financial Provisions 57

EXHIBIT B - General Financial Provisions: MHS 58

EXHIBIT B-1 - MHS: Schedule of Rates and Contract Maximum 63

EXHIBIT C - Standard Indemnification and Insurance Provisions 64

EXHIBIT D - Certification Regarding Lobbying..... 69

EXHIBIT E - Program Goals, Outcomes, and Measures 74

EXHIBIT E-1 - Psychiatric Inpatient Hospital..... 75

EXHIBIT BAA (Reserved).....

STANDARD TERMS **AND CONDITIONS**

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Aurora Las Encinas, LLC**, a California limited liability company, with an address at 2900 E Del Mar Blvd, Pasadena, CA, 91107 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Trevor Asmus at phone number 626-356-2653 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

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

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

To Contractor: Trevor Asmus, CEO
Aurora Las Encinas, LLC
2900 E Del Mar Blvd
Pasadena, CA 91107
Fax: 626-792-2919

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

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on 07/01/2025 and end performance upon completion, but no later than 06/30/2027 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

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

9. TAXES.

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

10. CONFLICT OF INTEREST.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

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

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

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

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

A. County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

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

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

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

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

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

20. SUSPENSION FOR CONVENIENCE.

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

21. SECTION HEADINGS.

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

22. SEVERABILITY.

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

23. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall

be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE.

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

25. NO WAIVER OF DEFAULT.

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

26. ENTIRE AGREEMENT AND AMENDMENT.

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

27. SUCCESSORS AND ASSIGNS.

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

28. COMPLIANCE WITH LAW.

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

29. CALIFORNIA LAW AND JURISDICTION.

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

30. EXECUTION OF COUNTERPARTS.

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

31. AUTHORITY.

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

32. SURVIVAL.

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

33. PRECEDENCE.

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

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

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

35. MANDATORY DISCLOSURES.

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

disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

- B.** Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
- C.** Contractor shall also comply with the disclosure provisions set forth below in section 39 (Byrd Anti-Lobbying Amendment) and EXHIBIT A-1 General Provisions: MHS to this Agreement.

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

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

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

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

37. DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

38. PROCUREMENT OF RECOVERED MATERIALS.

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

services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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

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

A. Certification and Disclosure Requirements.

1. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that Contractor has not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
2. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled “Standard Form-LLL ‘Disclosure of Lobbying Activities’”) if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
3. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection A.2. of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
5. All disclosure forms shall be forwarded from tier to tier until received by County.

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

- C. Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.
- 40. **CLEAN AIR ACT.** (Applicable to federally funded agreements in excess of \$150,000.)
 - A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.
 - B. Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
 - C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.
- 41. **FEDERAL WATER POLLUTION CONTROL ACT.** (Applicable to federally funded agreements in excess of \$150,000.)
 - A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.
 - B. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
 - C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.
- 42. **BUSINESS ASSOCIATE.** (RESERVED)

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SIGNATURE PAGE FOLLOWS.

A-10
(K)

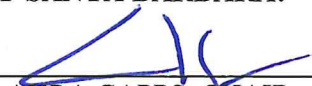
SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Aurora Las Encinas, LLC**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of July 1, 2025.

COUNTY OF SANTA BARBARA:

By:


LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date:

8/19/2025

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

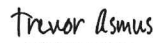
Date:

8/19/2025

CONTRACTOR:

AURORA LAS ENCINAS, LLC

By:

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Authorized Representative

Name:

Trevor Asmus

Title:

CEO


Date:

8/5/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

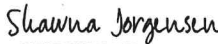
By:

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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

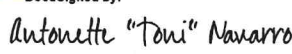
By:

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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:

DocuSigned by:

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Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

Signed by:

05F555F00263466...
Risk Manager

EXHIBITS LIST

This Agreement includes the following Exhibits:

EXHIBIT A – MENTAL HEALTH SERVICES (MHS) STATEMENT OF WORK

EXHIBIT A-1 General Provisions: MHS

EXHIBIT A-2 Statement of Work: MHS Psychiatric Inpatient Hospital

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B General Financial Provisions: MHS

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

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT C Indemnification and Insurance Requirements

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT E – PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT E-1 Program Goals, Outcomes, and Measures: Psychiatric Inpatient Hospital

EXHIBIT A
MENTAL HEALTH SERVICES (MHS)
STATEMENT OF WORK

EXHIBIT A-1- MHS GENERAL PROVISIONS

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

1. PERFORMANCE.

A. 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](#).

2. STAFF.

- A.** Contractor staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with serious mental illness (SMI) and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008*, as may be amended, available at <https://www.countyofsb.org/904/Policies-Procedures>.
- B.** Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services ("CMS") Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- C.** All staff performing services under this Agreement with access to the Behavioral Wellness electronic health record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
- D.** Contractor 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*.

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

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor’s facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, supervision agreements, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness’ Policy and Procedure #4.005 – Site Certification for Specialty Mental Health Services*.
- D. If any of the Contractor’s eligible licensed practitioners have submitted a Medicare “Opt-Out” affidavit and are therefore opted-out of Medicare, these practitioners’ services cannot be billed to Medicare and are not billable to Medi-Cal.
- 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.

4. **REPORTS.**

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

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

B. Annual Mandatory Training Report. Contractor shall submit, no later than June 15th of each year unless requested earlier by County, to the County Training Coordinator evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements.

C. Additional Reports.

1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports or provide other documentation as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
2. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than thirty (30) calendar days following the end of the month being reported.

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.

5. BACKGROUND CHECKS.

- A. Consent to Criminal Background Check, Fingerprinting (42 C.F.R. § 455.450, Welf. & Inst. Code, § 14043.38).** Contractor consents to criminal background checks, including fingerprinting when required to do so by federal or state law. Within thirty (30) days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in Contractor, shall submit a set of fingerprints in a form and manner determined by CMS or DHCS.
- B. Mandatory Termination.** As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:
 - 1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 C.F.R. § 455.416); or
 - 2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 C.F.R. § 455.416, 42 C.F.R. § 455.106).

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

7. SITE STANDARDS.

- A.** Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 16 (Additional Program Requirements), and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure #4.005- Site Certification for Specialty Mental Health Services*.
- B.** For programs located at Contractor's sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of member records, as required by this Agreement.

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, Section 29 (Compliance with Privacy Laws and Data Security Authorities), 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.

9. MEMBER AND FAMILY MEMBER EMPOWERMENT.

- A. Support Active Involvement.** Contractor agrees to support active involvement of members and their families in treatment, recovery, and policy development.
- B.** Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, § 1810.440(a)(2)(A).
- C. Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures #4.020 Member Problem Resolution Process*, available at www.countyofsb.org/behavioral-wellness, to address member/family complaints in compliance with member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
- D.** Contractor shall comply with *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.

10. CULTURAL COMPETENCE.

- A. Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse members and their families upon request from County, including:
 - 1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse members receiving Program services; and
 - 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the member preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.

- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of members and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if members identify Spanish as their preferred language, as specified in subsection B above.
- F.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.
- G.** Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

11. COMPLIANCE PROGRAM.

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

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 bwellcontractsstaff@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 thirty (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.

13. **MONITORING.**

- A. County Monitoring Process.** Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 16 (Additional Program Requirements) and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, member survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Member Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.

- B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.
- C. 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.

14. **COLLABORATIVE MEETINGS.**

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

15. **TRAINING REQUIREMENTS.**

- A. **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>.

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://smartsheet.com/policy-portal-departmental), 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 Member 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>.

17. 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. 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.

D. Prohibited Affiliations.

- 1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection D.3 of this Section 17 (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).)

E. 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 17 (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 17 (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.)

F. 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.

G. 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.

H. 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.

I. 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 17 (Additional State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

J. 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.

K. 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.

L. 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 L (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.

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EXHIBIT A-2
STATEMENT OF WORK: MHS
INSTITUTION FOR MENTAL DISEASE – PSYCHIATRIC INPATIENT HOSPITAL
SERVICES

1. **PROGRAM SUMMARY.** Aurora Las Encinas, LLC (Contractor) shall provide Psychiatric Inpatient Hospital Services to Santa Barbara County residents with serious mental illness (SMI), serious emotional disturbances (SED), chemical dependency, or co-occurring disorders. These services shall include routine hospital services and all hospital-based ancillary services. The Program offers close supervision for residents who need hospitalization because their medical or emotional state could put them or others at risk of harm. An individualized treatment plan is provided for each member, which is founded on an interdisciplinary team approach.

The Program shall be licensed as a freestanding psychiatric hospital. The Program shall be classified as an Institution for Mental Disease (IMD), defined in Title 42, Code of Federal Regulations (CFR) 435.1010, as a hospital, nursing facility, or other institution consisting of more than 16 beds, that is primarily engaged in providing diagnosis, treatment, and care of persons with mental diseases, including medical attention, nursing care, and related services. The Program is located at:

A. 2900 E Del Mar Blvd, Pasadena, CA 91107.

2. **PROGRAM GOALS.**

The goal of the Program is to stabilize the residents by providing intensive care, support, healing for individuals facing severe mental health challenges, and a simple, yet comprehensive therapeutic program focusing on reducing stimulation, promoting emotional and behavioral regulation, identifying effective medications and therapies, and building a strong social support system through social skills training.

The Program includes the following:

- A. Connecting members to social services and community resources to help them return to the best level of functioning and wellness that they can personally reach;
 - B. Assisting members to develop independent living skills and psychological and social skills necessary for recovery;
 - C. Assisting members to manage symptoms and to develop strategies for reducing substance use symptoms, resulting in reduced utilization of involuntary care and emergency rooms, increasing adaptive behaviors, and engaging in skill building; and
 - D. Providing case management services to assist members with engagement in self-sufficiency and treatment services in a safe, secure, and behaviorally focused environment.
3. **SERVICES.** Contractor shall provide the following services, as needed to Program members:
 - A. “Psychiatric Inpatient Hospital Services” which includes both acute psychiatric inpatient hospital services and administrative day services provided in a general acute psychiatric inpatient hospital, or a free-standing psychiatric hospital which are certified by Department of Health Care Services to be Medi-Cal providers or a psychiatric health

facility that is licensed by the Department of Health Care Services (DHCS) and certified by DHCS as a Medi-Cal provider of hospital services.

- B. "Routine Services" which includes bed, board and all medical, nursing and other support services usually provided to an individual by a psychiatric inpatient hospital. Routine services do not include hospital-based ancillary services or psychiatrist or psychologist services.
- C. "Hospital-Based Ancillary Services" are services that are received by an individual admitted to a Psychiatric Inpatient Hospital, other than routine services.
- D. Transportation of individuals to and from Contractor's facility will be provided by or arranged by County, unless arrangements have been made in advance with Contractor to provide this service. In such cases, reimbursement for transportation will be made at the per trip rate as identified in Exhibit B-1 MHS.

E. Excluded Services.

County shall not be responsible for the reimbursement of any services other than those identified in Exhibit B-1 MHS.

4. SERVICE DEFINITIONS. Contractor shall provide the following services, as defined in Title 9, California Code of Regulations (CCR), to Santa Barbara County members:

- A. **Psychiatric Inpatient Hospital Professional Services.** Psychiatric Inpatient Hospital Professional Services" means specialty mental health services provided to a beneficiary by a licensed mental health professional with hospital admitting privileges while the beneficiary is in a hospital receiving psychiatric inpatient hospital services. Psychiatric inpatient hospital professional services do not include all specialty mental health services that may be provided in an inpatient setting. Psychiatric inpatient hospital professional services include only those services provided for the purpose of evaluating and managing the mental disorder that resulted in the need for psychiatric inpatient hospital services. Psychiatric inpatient hospital professional services do not include routine hospital services or hospital-based ancillary services (Title 9 C.C.R. Section 1810.237.1).
- B. **Assessment.** Assessment means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)
- C. **Medication Support Services.** Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks, and benefits of and alternatives for medication; and treatment planning. Medication support services may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the

appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone, or by telehealth and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

- 5. MEMBERS.** The services described in Section 3 (Services) and Section 4 (Service Definitions) of this Exhibit A-2 shall be provided to individuals with SMI, SED, chemical dependency, or co-occurring disorders who meet medical necessity criteria for Psychiatric Inpatient Hospital Services, as described in California Code of Regulations (CCR) Title 9, Section 1820.205 including individuals admitted under probable cause of being a danger to self or others or immediately unable to provide for or utilize, food, shelter, or clothing (Welfare & Institutions Code section 5150), and are:

- A.** Medi-Cal beneficiaries, as described in CCR Title 22, Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7. Psychiatric Inpatient Hospital Services provided by Contractor to Medi-Cal beneficiaries are covered by Medi-Cal, as specified in CCR Title 9, § 1840.210 and § 1840.312, under the following conditions:

1. The beneficiary is 65 years of age or older, or
2. The beneficiary is under 21 years of age, or
3. The beneficiary was receiving such services prior to his/her twenty-first birthday and the services are rendered without interruption until no longer required or his/her twenty-second birthday, whichever is earlier.
4. Reimbursement for covered services to these Medi-Cal beneficiaries shall be provided to Contractor directly by the State's fiscal intermediary, as described in Exhibit B;

OR

- B.** Uninsured individuals or services to Medi-Cal beneficiaries not meeting the conditions in Section 5. A. of this Exhibit A-2 who are referred and authorized by Santa Barbara County to receive Program services. Reimbursement for these services will be the responsibility of the County, as described in Exhibit B.

6. REFERRALS.

- A.** Contractor shall provide the services described in Section 3 (Services) and Section 4 (Service Definitions) of this Exhibit A-2 to all individuals who are referred by the County (hereafter "members") unless compelling clinical circumstances exist that contraindicate admission, subject to the admission and authorization criteria described in Section 7 (Admission Process) of this Exhibit A-2.
- B.** County will continue to refer members in need of inpatient hospitalization when County resources are unavailable, including minors under the age of 21 and adults over the age of 65.
- C.** Contractor will not summarily deny all member referrals for "grave disability" (as defined in Welfare & Institutions Code Section 5008(h)(1)(A)) as a condition in which a person, as a result of a mental health disorder is unable to provide for his or her basic personal needs for food, clothing, or shelter, but Contractor will evaluate each case individually for appropriate placement. County will also use its best efforts to ensure

that only those members who meet the legal definition of “grave disability” are referred for placement.

- D.** When Contractor denies a referral on the basis that the member is not appropriate for the facility, Contractor shall provide a Psychiatrist to call and consult with a County Mental Health Staff or the Primary Team Psychiatrist to understand the basis for the denial. (County will provide contact names and numbers.)

7. **ADMISSION PROCESS.**

- A. Authorization Required.** Admission of members based on medical necessity of SMHS to Contractor’s facility and authorization for continued stay shall be subject to approval of Santa Barbara County’s Point of Authorization.

1. County will notify its providers, contracted providers, and the Department of Health Care Services (DHCS) in writing of:
 - i. All services that require Concurrent Review; and
 - ii. A list of all policies and procedures necessary to obtain authorization for these services.

- B. Point of Authorization.** The designated Point of Authorization (POA) for County is:

Department of Behavioral Wellness, QCM
 315 Camino Del Remedio
 Santa Barbara, CA 93110
 Telephone: 805-681-5113

- C. Notice Period.** Upon admission of a County member, Contractor shall notify County or Contracted Provider within one business day that the admission has occurred. Notice shall be provided to County by contacting:

Santa Barbara County Department of Behavioral Wellness
 300 N. San Antonio Rd., Bldg.3
 Santa Barbara, CA 93110
 Telephone: 805-884-6828
 Facsimile: 805-884-6888

- D. Submission of Treatment Authorization Request.** For Medi-Cal covered Psychiatric Inpatient Hospital Services provided to Medi-Cal beneficiaries as described in Section 5. A of this Exhibit A-2:

1. Member Documentation. Contractor shall submit the following member documentation to Behavioral Wellness Quality Care Management (QCM) Division prior to submitting claims for payment, pursuant to CCR, Title 9 Section 1820.220, as described in Exhibit B:
 - i. Treatment Authorization Request (“TAR”),
<http://www.dhcs.ca.gov/provgovpart/Pages/TAR.aspx>;
 - ii. Copy of documentation for involuntary admission pursuant to Welfare and Institutions Code (WIC) Section 5150, as applicable; and

- iii. Members's medical records for payment authorization review for Medi-Cal covered Psychiatric Inpatient Hospital stays in each of the following circumstances:
 - a. The pre-authorized admission of a Medi-Cal covered member;
 - b. For hospital stays that exceed 99 calendar days of continuous service;
 - c. Upon member discharge from the hospital;
 - d. When the services provided qualify for Medical Assistance Pending Fair Hearing (Aid Paid Pending); or
 - e. When the attending psychiatrist orders administrative day services for a member on the order sheet of the medical record.

E. TAR Submission Timeliness. Contractor shall submit each TAR to Behavioral Wellness QCM Division for payment authorization for a member's covered Psychiatric Inpatient Hospital Services no later than:

- 1. Prior to a planned admission, as defined in Title 9 CCR Section 1820.200;
- 2. Within 14 calendar days after:
 - i. A hospital stay that exceeds 99 calendar days of continuous service;
 - ii. Member discharge from the hospital;
 - iii. The date that a member qualified for Medical Assistance Pending Fair Hearing (Aid Paid Pending); or
 - iv. The date Contractor is notified that the member has been granted retro-active Medi-Cal status.
- 3. Contractor shall submit claims for covered services rendered to Medi-Cal members, as described in Exhibit B, only after receiving approval from Behavioral Wellness QCM Division.

F. Authorization for Emergency Admissions. An Emergency Admission is an admission to Contractor's facility due to an individual's emergency psychiatric condition.

- 1. County will not require prior authorization for emergency admissions for psychiatric inpatient services when due to a mental disorder the member is:
 - i. A current danger to self and/or others; or
 - ii. Immediately unable to provide for or utilize food, shelter, or clothing regardless of legal status (voluntary or involuntary).
- 2. For all Medi-Cal covered Psychiatric Inpatient Hospital Services:
 - i. Prior to admission, Contractor shall ensure that the member meets the criteria for medical necessity as described in Section 5 (Members).
 - ii. Contractor shall notify County within one business day of the member's presentation for emergency services. County may deny TARs for failure of

timely notification if the notification is not provided immediately upon the presentation for emergency services.

- iii. County guarantees payment for at least 72 hours of care or 3 days, provided the member is hospitalized during this time frame.
 - iv. Contractor shall provide County with written documentation certifying that the member met the criteria specified in this Section 7.F (Authorization for Emergency Admissions) at the time of admission and on the day of admission (Title 9 CCR § 1820.225).
3. QCM Staff or Contracted Providers will authorize medically necessary out-of-network services upon notification of a member's admission and review of psychiatric inpatient service provider paperwork to determine medical necessity to a psychiatric inpatient service provider.
- i. After the date of emergency admission, psychiatric inpatient service providers must request authorization for continued stay services for the member which is subject to Concurrent Review by QCM Staff or Contracted Providers.

G. Continued Stay Services. Continued Stay Services are Psychiatric Inpatient Hospital Services which occur after admission. Contractor shall provide County with written documentation of the following circumstances in order to obtain authorization for member's continued stay:

- 1. Authorization for Continued Stay Services.
 - i. Continued presence of impairments that meet the medical necessity criteria described in Title 9 CCR § 1820.205(a);
 - ii. Serious adverse reaction to medication, procedures, or therapies requiring continued hospitalization;
 - iii. Presence of new impairments that meet the medical necessity criteria described in CCR Title 9 § 1820.205(a);
 - iv. Need for continued medical evaluation or treatment that can only be provided if the member remains in a Psychiatric Inpatient Hospital unit.
- 2. Certification for Continued Treatment. Contractor and County agree that in order to safeguard individual rights, Contractor will provide prompt evaluation and review of individuals' need for continued treatment of a serious mental disorder. For members detained pursuant to WIC 5150 that need continued intensive treatment beyond 72 hours, Contractor shall ensure that certification for continuing treatment is completed within 72 hours of the written application for the 5150 hold, in accordance with WIC Sections 5250-5252. Contractor shall ensure a certification review hearing is scheduled as soon as possible, on the next available hearing day after the 5250 certification is written, or as determined by the Court, but no later than four days after the date of certification, in accordance with WIC Sections 5254 and 5276. The hearing may only be postponed at the request of the person certified or the member's attorney, in accordance with Section 5256. When any postponements occur, Contractor shall provide a report of the reason for postponement to County as part of Contractor's regular reports.

3. For Continued Stay Authorization Requests, QCM or Contracted Provider will:

- i. Make the decision to approve or deny a Continued Stay Authorization Request within 24 hours of receipt of the request and all information reasonably necessary to make a determination;
- ii. Follow the procedures in Section 4.3 of the [Department of Behavioral Wellness Authorization and Utilization Management of Psychiatric Inpatient Services Policy and Procedure #4.019](#) to notify the member or their designee of terminated, modified, or reduced services; and
- iii. Notify the treating providers, including both the psychiatric inpatient service provider and treating physician, of the decision to approve, modify, or deny the expedited authorization for services.

G. Authorization for Administrative Day Services. Administrative Day Services are those authorized by Behavioral Wellness QCM for an individual residing in a Psychiatric Inpatient Hospital when, due to a lack of residential placement options at appropriate, non-acute residential treatment facilities as identified by County, the individual's stay at the Psychiatric Inpatient Hospital must be continued beyond the individual's need for Psychiatric Inpatient Hospital Services.

1. To ensure proper payment authorization for Administrative Day Services, Contractor shall provide County or County can request with 24 hours advance notice and written documentation of the following:
 - i. During the hospital stay, the member has met medical necessity criteria for reimbursement of Psychiatric Inpatient Hospital Services;
 - ii. An order by the attending psychiatrist placing the member on administrative status on the order sheet of the medical record;
 - iii. There is no appropriate non-acute residential treatment facility in a reasonable geographic area and Contractor documents contacts a minimum of five (5) appropriate facilities per week.
 - iv. Once five (5) contacts have been made and documented, any remaining days within the seven (7) consecutive day period from the day the member is placed on Administrative Day status can be authorized.
2. Administrative Days will not be authorized until a contact has been made.
3. QCM may waive the requirements if there are less than five (5) appropriate, non-acute residential treatment facilities available as placement options for the member. In no case shall there be less than one (1) contact to a non-acute residential treatment facility daily (except weekends and holidays) starting with the day the member is placed on Administrative Day status.
4. QCM Staff or Contracted Provider will review the psychiatric inpatient providers' documentation that must include the lack of appropriate non-acute treatment facilities, the contacts made at appropriate facilities, the status of the placement option, the date of the contact, and the signature of the person making the contact.

I. Authorization for Planned Admissions. A Planned Admission is an admission to Contractor's facility for the purpose of providing medically necessary treatment that cannot

be provided in another setting or a lower level of care and is not an emergency admission. To ensure proper payment authorization for Planned Admissions, Contractor shall provide County with 24 hours advance notice, timely notification, and written documentation of the following:

1. The member requires medically necessary treatment that cannot be provided in another setting at a lower level of care but which does not constitute an emergency admission;
2. Pre-authorization by County through submission of a TAR or County authorization form demonstrating medical necessity that is approved by County's Utilization Review Staff for the first 24 hours of admission; and
3. Authorization for payment for the remaining hospital stay shall be determined retroactively by Behavioral Wellness QCM Division.

8. CASE REVIEW AND DISCHARGE PLANNING.

A. Case Review.

1. To assess whether a member continues to meet "medical necessity" standards for ongoing inpatient hospitalization as described in Section 7.G (Continued Stay Services), or to authorize administrative day services as described in Section 7.H (Authorization for Administrative Day Services), County staff will be available to collaborate with Contractor's staff on active case management and note review. Both County and Contractor will exchange lists containing the contact information of those staff members involved in the collaboration.
2. If Contractor does not agree with County or Contracted Provider's medical necessity determination, a peer review (doctor to doctor) will be held. If there is still disagreement, then Contractor will follow the established appeal process.

B. Discharge Planning. Contractor will ensure collaboration with the County primary team on discharge planning. Both County and Contractor will exchange lists containing the contact information of those staff members involved in the collaboration.

1. Upon discharge, Contractor agrees to provide the following for all members:
 - i. Fax the discharge summary and all medical doctor documentation to Behavioral Wellness Medical records at 805-681-5294;
 - ii. Send a fax communication to the County Primary team with a list of discharge medications; and
 - iii. Adhere to the *Department of Behavioral Wellness Policy and Procedure Discharge Planning for Homeless Patients* at:
<https://cosantabarbara.app.box.com/s/weiryoe6aglnbxi2g0xa9tfmf83lcu55>
2. Upon discharge, Contractor agrees to provide all County members not covered by Medi-Cal with:
 - i. A seven (7) day supply and a prescription for a thirty (30) day supply of all medications prescribed to member at time of discharge;
 - ii. Information on the process of obtaining future medications from the appropriate health care facility or provider; and

iii. Instruction on medication management.

C. Contractor shall notify County within 24 hours in writing whenever a County member needs to be transferred to a higher level of care.

9. REGULATORY COMPLIANCE.

Contractor shall comply with all applicable Federal Medicaid laws, regulations, and guidelines, and all applicable State statutes and regulations as related to the provision of Psychiatric Inpatient Hospital Services. Contractor shall adhere to 42 U.S.C. § 1395b-2. Contractor shall sign and maintain a Medi-Cal provider agreement with the State Department of Health Care Services. Contractor shall maintain Medi-Cal and Medicare certification, State licensure, and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) accreditation. Contractor shall post in a conspicuous place a copy of “Notice to All Medi-Cal Beneficiaries in Need of Psychiatric Inpatient Services” as required by the Department of Health Care Services, and detailed in the Department of Mental Health Information Notice 95-08. Contractor shall achieve and maintain all requirements pertaining to WIC § 5150, and 5250. Contractor agrees to adhere to ethical principles established by JCAHO.

10. DOCUMENTATION.

A. REQUIREMENTS. Contractor shall complete a treatment plan, signed by a physician, for each member receiving Program services. The Member Service Plan shall include:

1. Member’s strengths and personal recovery goals or recovery vision, which guides the service delivery process;
2. Goals and Objectives which clearly address the mental health condition for which the member is being treated;
3. Goals and Objectives which are observable and/or measureable and which are designed to increase specific skills or behaviors and/or ameliorate the impairments caused by the condition; and
4. Interventions planned to help the members reach their goals.

B. STANDARDS. County will regularly communicate with Contractor regarding documentation standard expectations that are consistent with the requirements established by the State Department of Health Care Services. County and Contractor shall follow the following documentation protocols:

1. Documentation must establish that the member meets “medical necessity” for each day of inpatient hospitalization as described in Sections 5 (Members) and 7 (Admission Process) of this Exhibit A-2.
2. County will send Contractor current medication lists, as documented in the member medical record, if any, at the time of member admission or within 24 hours of admission.
3. Contractor will provide County with a discharge medication list at the time of discharge.

4. Contractor's daily progress notes will contain a rationale for the medication changes or additions, the member's response to the interventions, and a record of any adverse side effects.
 5. Contractor will also complete a suicide risk assessment for members found to be a danger to themselves.
11. **POLICIES AND PROCEDURES.** Contractor shall maintain written policies and procedures to set expectations for Program staff and establish consistency of effort and shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements.
12. **STAFF.**
 - A. **TRAINING.**
 1. Within thirty (30) days of the date of hire, Contractor shall provide training relevant to working with high risk mental health members.
 2. Contractor staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Contract.
 3. Contractor shall ensure that all staff complete mandatory trainings per County's Mandatory Trainings Policy and Procedure #5.008 and Exhibit A-1 MHS Section 15 (Training Requirements). The following trainings must be completed at hire and annually thereafter:
 - i. Behavioral Wellness Code of Conduct
 - ii. Cultural Competency
 - iii. HIPAA.
 - B. **EXPERIENCED STAFF.** Staff hired to work directly with members shall have competence and experience in working with members at high risk for acute inpatient or long-term residential care.
13. **REPORTS.**
 - A. **SERVICE LEVEL REPORTS.** Contractor shall track required data elements, which include: units of service, the number of members admitted to the Program, unique members served, total number of members discharged and number of members discharged to a lower/higher level of care, and provide summary reports from other Contractor data sources, upon request from County.
14. **COMMUNICATION AND COLLABORATIVE MEETING.**
 - A. County and Contractor will strive to increase communication to further enhance collaborative member care. Efforts to increase communication between County and Contractor shall include, but are not limited to, the following:
 1. **At Admissions.** County shall provide Contractor through confidential means the member identification number, name of County treating Psychiatrist, if one is assigned, and treating Psychiatrist's email address.
 2. **At Discharge.** At or before the time of discharge, designated County and

Contractor Psychiatrists will consult about the discharge plan for a member. County and Contractor will identify a centralized contact person to facilitate this consultation.

- B.** County shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss Programmatic, Fiscal, and contract matters.

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EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B
GENERAL FINANCIAL PROVISIONS: MHS

(Applicable to program described in Exhibit A-2)

With attached *Exhibit B-1* MHS (Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for Psychiatric Inpatient Hospital Services up to a Maximum Contract Amount. For all services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) Sections 14705-14711, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** Contractor shall be compensated, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in Exhibit B-1 based on satisfactory provision of the Psychiatric Inpatient Hospital Services described in Exhibit A-2 Statement of Work: MHS Psychiatric Inpatient Hospital Services (Exhibit A-2).
- B. Medi-Cal Services.** The services provided by Contractor's Program described in Exhibit A-2 may be covered by the Medi-Cal Program and will be reimbursed directly by the California State fiscal intermediary, Electronic Data Systems (hereafter "EDS") subject to the limitations described in Exhibit A(s) and this Exhibit B. Funds for these services are not included within the Maximum Contract Amount.
- C. Non-Medi-Cal Services.** County recognizes that the services provided by Contractor's Program described in Exhibit A-2 may not be covered by Medi-Cal or may be provided to individuals who are not Medi-Cal eligible and such services will be reimbursed by County funds only to the extent specified in Exhibit B-1. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A-2 to this Agreement. Expenses shall comply with the requirements established in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A-2 shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$820,000** inclusive of \$410,000 for FY 25-26, and \$410,000 for FY 26-27, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. PER DIEM RATE.

- A. County agrees to reimburse Contractor at a Per Diem Rate during the term of this Agreement. "Per Diem Rate" means a daily rate paid for reimbursable Psychiatric Inpatient Hospital Services for a member for the day of admission and each day that services are provided excluding the day of discharge. The Per Diem Rate shall be inclusive of all services defined in this Agreement as Psychiatric Inpatient Hospital Services, except for transportation services required in providing Psychiatric Inpatient Hospital Services.
- B. Contractor shall be reimbursed for a day of service, at the Per Diem rate, when the member meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, as described in Exhibit A-2, and occupies a psychiatric inpatient hospital bed at 12:00 midnight. A day of service may also be reimbursed by County if the member is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge, as approved by County.
- C. In addition, County agrees to reimburse Contractor for an Administrative Day of service at the rate identified in the Exhibit B-1, in the event that member no longer meets the criteria for psychiatric hospitalization as described in Exhibit A-2, Section 7.G (Continued Stay Services) and authorized for Administrative Day Services in accordance with Exhibit A-2, Section 7.H (Authorization for Administrative Day Services) will be paid at the rate approved by the State Department of Health Care Services (DHCS) for the current Fiscal Year in which this Agreement is in effect, in accordance with Title 22 CCR, §§ 51510, 51511.1, 51535, and 51535.1.

IV. ACCOUNTING FOR REVENUES.

- A. **Accounting for Revenues.** Contractor shall comply with all County, State, and Federal requirements and procedures, as described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/member fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/members Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/member and other revenue for patients/members receiving services hereunder.
- B. **Internal Procedures.** Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall pursue payment from all potential sources in sequential order, with County as payor of last resort. All fees paid by or on behalf of patients/members receiving services under this Agreement shall be utilized by Contractor only for the delivery of mental health service units specified in this Agreement.

V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. **Submission of Claims.**

- 1. Contractor shall submit a UB04 form (hereafter claim) within 14 calendar days of the date of discharge that: i) summarizes the UOS provided during the admission,

ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Claims shall be submitted to QCM who will send them to the Fiscal Department:

Department of Behavioral Wellness, QCM
315 Camino Del Remedio
Santa Barbara, CA 93110
Telephone: 805-681-5113
Facsimile: 805-681-5117

FinanceCBO@sbcbswell.org

Santa Barbara County
Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110-1316

2. Contractor shall submit the member's medical chart along with the claim. Under extenuating circumstances in which the member's medical chart is not available by the 14th day after discharge, Contractor shall provide County with notice and subsequently provide the member's medical chart as soon as possible, but no later than thirty (30) days from the date of discharge. County expects that such circumstances will be infrequent and that the member's medical chart and claim will be submitted simultaneously.
 3. Contractor agrees that it shall be solely liable and responsible for all data and information submitted to County.
 4. Contractor shall submit a claim for services to County only after exhausting all other reimbursement mechanisms, as described in Section IV (Accounting for Revenues).
 5. Contractor shall ensure that claims are submitted in chronological order according to admission date, in cases where a member has multiple admissions within a 14-day period.
 6. Behavioral Wellness QCM Division shall review all service utilization and claims for payment submitted by Contractor for compliance with the terms of this Agreement and State, Federal and local requirements. County staff responsible for making payment determinations shall be licensed mental health or waived/registered professionals. Approvals and denials of payment will be reviewed by the Behavioral Wellness QCM Division psychiatrist and will be documented by Behavioral Wellness QCM Division in writing. County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and member's medical chart by Contractor subject to the contractual limitations set forth below.
- B. Withholding of Payment for Unsatisfactory Clinical Documentation.** Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County standards.

C. Claims Submission Restrictions.

1. Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims and member's medical chart for eligible individual persons under this Agreement must be received by County within 14 days from the date of discharge to avoid denial for late billing.
2. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
3. Payment in Full.
 - a. For Medi-Cal covered Psychiatric Inpatient Hospital Services, Contractor agrees to accept as payment in full payments made by EDS, irrespective of whether the cost of services provided to the member and related administrative expenses exceeded the payment obligation of Medi-Cal.
 - b. For Psychiatric Inpatient Hospital Services not covered by Medi-Cal, Contractor agrees to accept as payment in full payments made by County, pursuant to this Exhibit B and Exhibit B-1, irrespective of whether the cost of services provided to the member and related administrative expenses exceeded the payment.
 - c. Contractor shall not submit a claim to demand, or otherwise collect reimbursement from the member or persons acting on behalf of the member for services provided except to collect other third-party revenue as described in Section IV (Accounting for Revenue).
- D. Claims Certification and Program Integrity.** Contractor shall certify that all UOS submitted to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- E. Overpayments.** Any overpayments of contractual amounts must be returned via direct payment within thirty (30) days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe. Contractor shall promptly report to County all overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).) Contractor shall notify County within thirty (30) calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services.

VI. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDI-CAL FINAL SETTLEMENT.

- A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the WIC Sections 14170 et. seq., authorized

representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.

- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

THIS SECTION LEFT BLANK INTENTIONALLY.

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

Fiscal Year 2025-2026	
Services	Rate*
Adult Psychiatric Inpatient Hospital Services*	\$1,150 daily rate
Administrative Day Services	\$742.12 daily rate
Transportation**	\$190 per trip
FY 25-26 Total Agreement Maximum Amount Not to Exceed:	\$410,000
Fiscal Year 2026-2027	
Services	Rate*
Adult Psychiatric Inpatient Hospital Services	\$1,150 daily rate
Administrative Day Services	\$742.12 daily rate
Transportation**	\$190 per trip
FY 26 -27 Total Agreement Maximum Amount Not to Exceed:	\$410,000
*Rate - No guaranteed days and inclusive of all Psychiatrist, Board and Care, Physician and medication services for chemical dependency, co-occurring mental health services. **The Department of Behavioral Wellness will provide transportation for the client unless arrangements have been made in advance with Contractor to provide this service.	
FY 2025-2027 Total Agreement Maximum Amount Not to Exceed:	\$820,000

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS (For contracts involving the care/supervision of children, seniors or vulnerable persons) (For Professional Contracts version 2022 03 02)

INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY and its officers or employees or agents from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from CONTRACTOR's breach of this Contract, or the negligence or willful misconduct of CONTRACTOR, or CONTRACTOR's officers, employees, and agents in the performance of CONTRACTOR's obligations under this Contract.

COUNTY shall defend, indemnify and hold harmless CONTRACTOR from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from COUNTY's breach of this Contract, or the negligence or willful misconduct of COUNTY, or COUNTY's officers, employees, and agents in the performance of COUNTY's obligations under this Contract.

The parties shall cooperate in the defense of any claim made against them both. However, if either party determines that its own interests are adverse to the interests of the other party, each party may direct its own defense. The obligations and indemnities in this Section 10 shall survive the expiration or termination of this Contract.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this

waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

EXHIBIT D
CERTIFICATION REGARDING
LOBBYING

Attachment 1
State of California Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Aurora Las Encinas, LLC.

Name of Contractor

Contract / Grant Number

8/5/2025

Date

Trevor Asmus

Printed Name of Person Signing for Contractor

DocuSigned by:

Trevor Asmus

8AF3623D221B4D8...

Signature of Person Signing for Contractor

CEO

Title

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

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

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

EXHIBIT E
PROGRAM GOALS, OUTCOMES, AND
MEASURES

EXHIBIT E-1
PROGRAM GOALS, OUTCOMES, AND MEASURES
PSYCHIATRIC INPATIENT HOSPITAL

Aurora Las Encinas Program Evaluation		
Program Goals	Outcomes	%
Census Information	A. Enrollments	#
	B. Discharges	#
	C. Unique Members Served	#
Assist members in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community	A. Of those who discharged: % who transitioned to a lower level of care and type of care	≥95
Provide Case Management Services to assist members with engagement in self-sufficiency and treatment services.	A. Members linked to behavioral health services follow up appointment within 7 days of discharge.	≥95

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